FILED

OCT 31 1979

PETER McNAMEE, Clerk
BY Deborah Cruthirds Vanderland
DEPUTY

AGREEMENT NO. 79-408

(Joint Exercise of Powers Agreement)

THIS AGREEMENT, dated for convenience October 1, 1979, made by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the CITY OF WOODLAND, a municipal corporation (hereinafter referred to as "CITY"),

W I T N E S S E T H:

1. RESCISSION. The Joint Exercise of Powers Agreement by and between the parties hereto, Yolo County Agreement No. 79-72, executed March 13, 1979, is hereby rescinded under the terms and conditions of this agreement.

2. COUNTY INTENTION. COUNTY declares its current intention to relocate its COUNTY library administrative headquarters to facilities other than the building located at 250 First Street, Woodland, California. COUNTY shall vacate those premises within five (5) years from the date of this Agreement.

3. LEASE. The lease of the existing City Library facility to COUNTY as set forth in said Agreement No. 79-72 is hereby rescinded effective July 27, 1979, and CITY acknowledges that this lease concerns only that portion of the library building occupied by the Woodland Branch Library.

4. COUNTY WING. The parties acknowledge and agree that an agreement between Carnegie Corporation and CITY and COUNTY establishes the right of COUNTY to occupy the COUNTY wing of the library building located at 250 First Street, Woodland, California. That agreement is evidenced by a letter dated June 11, 1914, from Carnegie Corporation to the Secretary of the Library Board promising to provide $12,000 to extend the library building in Woodland according to plans submitted so as to provide for Yolo County conditioned on Yolo County pledging $1,200 a year for carrying on the library work in said

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

building and on a site being provided for the extension. It is further evidenced by a resolution of the Board of Supervisors of COUNTY adopted on July 6, 1914, accepting the Carnegie Corporation offer and pledging to give $1,200 a year for carrying on library work in said building according to the terms of the offer. It is also evidenced by Resolution No. 162 of the Board of Trustees of CITY adopted on July 6, 1914, reciting the Carnegie offer and the COUNTY resolution of July 6, 1914, accepting the Carnegie donation, and authorizing the Board of Library Trustees to erect the extension upon the terms and conditions proposed in the offer. It is acknowledged and agreed that this agreement entitles COUNTY to occupy the COUNTY wing of the Library Building so long as COUNTY expends $1,200 a year for carrying on library work (including COUNTY library administrative headquarters work) in the COUNTY wing of the building.

5. MAINTENANCE AND RISK OF LOSS -- COUNTY WING. So long as COUNTY occupies the COUNTY wing of the library building located at 250 First Street, Woodland, COUNTY agrees to maintain the interior of the premises in good order and repair, ordinary wear and tear excepted, and promises to bear the risk of loss of that wing and personal property located therein.

6. RISK OF LOSS--WOODLAND BRANCH. The risk of loss of the Woodland Branch of the library building located at 250 First Street, Woodland, California, and of personal property located therein, as of July 27, 1979, is borne by CITY.

7. COUNTY SERVICES. From and after July 27, 1979, COUNTY is discharged from any responsibility, authority, or liability for the administration, operation, or maintenance of library facilities within CITY'S boundaries including, but not limited to, the Woodland City Branch Library, located at 250 First Street.

8. YOLO COUNTY LIBRARY ADVISORY BOARD. From and after July 27, 1979, COUNTY

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is discharged from any obligation to appoint a resident of City to the Yolo County Library Advisory Board.

9. GRANTS. COUNTY is discharged from any duty or responsibility to procure establishment grants under the California Library Services Act or Title V of the California Administrative Code or any other State or Federal grants obtained for library purposes for the Woodland Branch Library. COUNTY shall return to the grantor any such funds obtained. The parties acknowledge that no such funds have been expended by COUNTY.

10. TRUSTS. The joint exercise of powers agreement rescinded by this agreement authorized COUNTY to administer certain trusts, provided that the COUNTY shall become successor in interest to certain trust property, and provided that CITY shall execute any necessary and appropriate documents to effect said transfer. It is acknowledged that COUNTY has not exercised such authority to administer any trusts or received any trust property and that CITY has executed no documents to effect any such transfer. COUNTY hereby transfers to CITY all COUNTY'S right, title or interest in or to any such trust property.

11. REAL AND PERSONAL PROPERTY. The joint exercise of powers agreement rescinded by this agreement required that CITY inventory certain real and personal property prior to January 1, 1979. It is acknowledged that no such inventory has been made. CITY acknowledges the delivery to it on July 27, 1979, all real and personal property transferred to COUNTY pursuant to Yolo County Agreement No. 79-72, and its predecessor agreement, Yolo County Agreement No. 78-355. CITY hereby discharges COUNTY from any duty to make inventory or accountings of such real or personal property.

12. EMPLOYEES. From and after July 27, 1979, all employees of the County of

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Yolo, employed at the Woodland Branch Library on or after that date are employees of CITY. CITY shall grant each such employee full credit for all accrued but unused vacation, sick leave, or other form of paid or compensated leave standing to the credit of the employee as a COUNTY employee as of July 27, 1979.

13. REMODELING. COUNTY is discharged from taking any further steps toward remodeling the existing City Branch Library facility.

14. REMODELING EXPENSES. It is acknowledged that the only expenses incurred by COUNTY in connection with remodeling the existing Woodland Branch Library facility consists of certain amounts due and unpaid from COUNTY to Wirth & Long/Architects, Inc. under Yolo County Agreement No. 79-226. CITY agrees to pay and save COUNTY harmless from any and all liability arising from that Agreement No. 79-226.

15. NEW WOODLAND BRANCH LIBRARY FACILITY. COUNTY is discharged from participating in any way to provide a new Woodland Branch Library facility.

16. REMOVAL. COUNTY shall remove COUNTY materials, equipment and other personal property from the Woodland Branch Library by July 27, 1979.

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IN WITNESS WHEREOF, the parties have executed this agreement by their officers thereto duly authorized.

Dated: October 9, 1979

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty C. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Pete E. Isaac
DEPUTY

(SEAL)

CITY OF WOODLAND, a municipal corporation

BY

ATTEST:

JEAN WINNOP, CLERK

BY Jean Winnop
DEPUTY

(SEAL)

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WOODLAND, CA 95695
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FILED

OCT 31 1979

PETER McNAMEE, Clerk
By Rebecca Hilliard
DEPUTY

AGREEMENT NO. 79-409

#57-79/80

SCHOOL CROSSING GUARD AGREEMENT

THIS AGREEMENT, made and entered into on July 1, 1979, by and between the Department of California Highway Patrol, State of California, hereinafter called "State" and the County of YOLO hereinafter called "County."

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of YOLO is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways, and roadways in said County; and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the term of this agreement. Salaries and wages shall be at rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to 16.90 per cent of such reimbursable salaries and wages for general administrative expenses.

3. State agrees to supply crossing guards with the following:

(A) Crossing guard arm band with insignia.

(B) Hand-held stop sign.

(C) Brass or plastic whistle.

(D) Traffic safety vest.

(E) Yellow raincoat.

(F) Pocket size notebook and pencil.

4. County agrees to reimburse State for actual costs of equipment supplied to each individual crossing guard. County will be supplied an inventory list of equipment supplied to each crossing guard with the State's invoice.

5. State agrees to supply replacement equipment to individual crossing guards for stolen or lost equipment. County shall be invoiced, along with the specific inventory list, in accordance with paragraph 3 of this agreement.

6. Not later than thirty days after the close of each month, State shall bill County for all sums due for that month and County shall promptly pay the same.

7. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

8. The term of this agreement shall be from July 1, 1979, through December 31, 1979, except that it may be extended or cancelled by either party upon thirty (30) days prior written notice.

9. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of California Highway Patrol
Accounting Section
P. O. Box 898
Sacramento, CA 95804

County of YOLO
Board of Supervisors
Courthouse
Woodland, CA 95695

10. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

DEPT. OF CALIFORNIA HIGHWAY PATROL

By George N. Ackatz
Fiscal Officer

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance."

George N. Ackatz

COUNTY OF YOLO

By B. C. Marchand
Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, Clerk

By Pete E. Lucas

Date 10-9-79

Department of General Services
APPROVED
OCT 26 1979
BY
Asst. Chief Counsel

Approved as to Form
Dated 10-16-79
County Counsel of Yolo County
Deputy

LOCATIONS

1. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99).

2. Grafton Elementary School - State Highway 113 at 6th Street in the Town of Knights Landing.

COUNTY OF YOLO

BK

Subgrant Signature Sheet

RECEIVED NOV 1 3 1979

Title IID

Agreement/ Subgrant No. 79-410

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendant of Schools/Project MOVE

This SUBGRANT is ent red into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendant of Schools/Project MOVE hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program	: Yolo County Superintendant of Schools/Project MOVE
Mailing Address	: 313 Third Street
City	: Woodland, CA 95695 Phone: 666-0925
Program Director:	Jesus M. Moreno

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NOV 0 1 1979
PETER McNAMEE, Clerk
By Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on November 30, 1979.

The total amount of the SUBGRANT is $451.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Forrest L Hounold	By Signature: Betsy A. Marchand
Name and Title: FORREST L HOUNOLD, ASST. SUPT., PROJ. ADMIN.	Name and Title: Betsy A. Marchand, Chairman, Yolo County Board of Supervisors
Date: 79-11-09	Date: OCT 29 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Superintendant of Schools/Project MOVE hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Superintendant of Schools/Projec MOVE is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Program Narrative

(g) Operating Budget

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a m[illegible]er satifactory and proper as determined by PRIME SPONSOR perform the serv[illegible] described in the attachments listed above under Subgrant which are s[illegible]t to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall be October 1, 1979, and shall end November 30, 1979, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 451, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-410.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Bob. O. Mandabach
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendant of Schools/Project MOVE
(Legal Name of SUBGRANTEE)

Forrest L Honnold
(Signature of Authorized Officer)

NOV 9 1979
(Date)

ASST. SUPT. PROJ. ADMIN.
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO CO. SUPERINTENDENT OF SCHOOLS

Name of Subgrantee

Forrest L Honnold

Authorized Signature

79-11-09

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Pico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

YOLO COUNTY SUPERINTENDENT OF SCHOOLS
(Legal Name of SUBGRANTEE)

NOV 9 1979
(Date)

Forrest L Hommell
(Signature of Authorized Officer)

ASST. SUPT. PROJ. ADMIN.
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE October 01, 1979

Subgrantee Name and Address:

Yolo County Office of Education-Project MOVE
313 Third Street
Woodland, CA 95695

Contact Person Jesus M. Moreno
Phone 666-0925 Contract No.
Period: From Oct. 01 To Nov. 30, 1979
Program Name Project MOVE

MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	[illegible] SERVICES	CEE	VEP	
OCT.				225				225
NOV.				226				226
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL				451				451

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUBW	
OCT.						225		225
NOV.						226		226
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL						451	.	451

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE
D THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT
CUMENT.

FORREST L HONNOLD
ASST. SUPT., PROJ. ADMIN
Name and Title of Authorized Official

Forrest L Honnold 79-11-00
Signature Date Signed

For CETA Approval Only:

Accountant 10-30-79 Date

Principal Administrative Analyst 10-30-79 Date

106 (10-78)

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education-Project MOVE
313 Third Street
Woodland, CA 95695

ATING BUDGET

TRACT NO. _____

VICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
LLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
RVICES	451	225	226		
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Spec. Prog. Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment					
Uncl. Services Cost					
AL NON-ADMINISTRATIVE COST	451	225	226		
INISTRATIVE COST					
AL - SERVICES TO CLIENTS					

COUNTY OF YOLO

RECEIVED NOV 1 9 1979

RECEIVED NOV 1 3 1979

Book

Subgrant Signature Sheet

Title VI

Agreement/ Subgrant No. 79-410-A

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendant of Schools/Project MOVE

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendant of Schools/Project MOVE hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Yolo County Superintendant of Schools/Project MOVE

Mailing Address : 313 Third Street

FILED

City : Woodland, CA 95695 NOV 21 1979 Phone: 666-0925

PETER McNAMEE, Clerk

Program Director: Jesus M. Moreno By _____ Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on November 30, 1979

The total amount of the SUBGRANT is $399

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Forrest L Honnold	By Signature Betsy A. Marchand
Name and Title FORREST L HONNOLD ASST. SUPT., PROJ. ADMIN.	Date 79-11-09
Name and Title Betsy A. Marchand, Chairman Yolo County, Board of Supervisors	Date OCT 23 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 19 79, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Superintendant of Schools/Project MOVE hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Superintendant of Schools/Project MOVE is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Program Narrative

(g) Operating Budget

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979, and shall end November 30, 1979, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 399, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availiabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-410-A.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Baker G. Marchant
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendant
of Schools/Project MOVE
(Legal Name of SUBGRANTEE)

Forrest L Hornold
(Signature of Authorized Officer)

NOV. 9 1979
(Date)

ASST. SUPT., PROJ ADMIN.
(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

YOLO CO. SUPERINTENDENT OF SCHOOLS
(Legal Name of SUBGRANTEE)

NOV 9 1979
(Date)

Forrest L Honnold
(Signature of Authorized Officer)

ASST. SUPT. PROJ. ADMINISTRATION
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE III OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE October 01, 1979

Subgrantee Name and Address:

Yolo County Office of Education/Project MOVE
313 Third Street
Woodland, CA 95695

Contact Person Jesus M. Moreno
Phone 666-0925 Contract No. _____
Period: From Oct. 01 To Nov. 30, 1979
Program Name Project MOVE

MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	[illegible] SERVICES	CEE	VEP	
OCT.				199				199
NOV.				200				200
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL				399				399

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV	
OCT.						199		199
NOV.						200		200
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL						399		399

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE
O THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT
CUMENT.

FORREST L HONNOLD
ASST. SUPT., PROJ ADMINISTRATION
Name and Title of Authorized Official

Forrest L Honnold 79-11-09

For CETA Approval Only:

Jack A. Boyer
Accountant

10-29-79
Date

Lamont L. Clarke Co 10-30-79

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Superintendant of Schools/Project MOVE
313 Third Street
Woodland, CA 95695

OPERATING BUDGET
CONTRACT NO. _____

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
SERVICES	399	199	200		
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Spec. Prog. Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	399	199	200		
ADMINISTRATIVE COST					
TOTAL - SERVICES TO CLIENTS					

PAL

FILED

OCT 16 1979

PETER McNAMEE, Clerk
By Debra Lee Kirkland
DEPUTY

AGREEMENT NO. 79-411

THIS AGREEMENT dated this 9th day of October, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and M. J. Brock & Sons, Inc., a corporation, hereinafter referred to as SUBDIVIDER,

W I T N E S S E T H:

RECITALS:

1. Heretofore the parties hereto entered into Yolo County Agreement No. 78-322 dated October 31, 1978, whereby SUBDIVIDER agreed to construct certain public improvements in accordance with Yolo County Improvement Standards and Specifications in connection with Yolo County Subdivision No. 2782, Unit 1-A. (Larchmont Summer Field).

2. Although SUBDIVIDER has not completed the construction of said public improvements and they are not ready for acceptance by COUNTY, construction is sufficiently complete so COUNTY can occupy or utilize a portion of the public improvements for the use for which they were intended.

3. The parties desire to provide for such occupancy or utilization by COUNTY and their rights and duties in connection therewith.

AGREEMENTS:

1. SUBDIVIDER agrees that COUNTY may occupy or utilize for the use for which they were intended the portion of the said improvements lying Northerly of a point 120 feet South of Pintail Court excepting therefrom the improvements to be constructed for Gadwell Court.

2. SUBDIVIDER and COUNTY agree that occupancy or utilization of such public improvements shall not constitute acceptance by COUNTY of any public improvements pursuant to Article 8 of Agreement No. 78-322 or otherwise, and

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

in particular COUNTY and SUBDIVIDER acknowledge that the remaining obligations of SUBDIVIDER as to the public improvements to be occupied or utilized by COUNTY include the duty to provide and install proper street name signs and storm drain grates.

3. Upon occupancy or utilization by COUNTY of the public improvements referred to in Paragraph 1 above, COUNTY shall be responsible for their maintenance and operation; however, occupancy shall not discharge SUBDIVIDER from any duty to complete those public improvements in accordance with Yolo County Improvement Standards and Specifications and shall not discharge SUBDIVIDER from, and SUBDIVIDER hereby reaffirms its duty to indemnify and hold harmless COUNTY from any and all loss, damage, or liability resulting from SUBDIVIDER'S performance or non performance of its duties under Agreement 78-322 and this agreement, or from negligence of itself or its agents, servants, and employees, and all actions or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2782, Unit No. 1-A.

4. This Agreement shall not become effective until it is consented to by the surety on the Improvement Security filed pursuant to Agreement No. 78-322.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above named herein.

M. J. BROCK & SONS, INC.

BY _____

BY _____

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

/ / / / /

/ / / / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

The surety on the Improvement Security filed pursuant to Agreement No. 78-322 hereby consents to the foregoing agreement.

Dated: October 10, 1979

INSURANCE COMPANY OF NORTH AMERICA

BY _____

Evie Pins, Attorney-In-Fact (502)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 1271
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

BK

FILED

OCT - 9 1979

PETER McNAMEE, Clerk

By [illegible] DEPUTY

AGREEMENT NO. 79-412

LEASE

This lease is made this 9th day of October, 1979 between McKEE, DATWYLER & MARTIN, a California general partnership ("Landlord"), whose address is P. O. Box 367, Danville, California and YOLO COUNTY, a body politic ("Tenant"), whose address is 725 Court Street, Woodland, California, 95695, California, who agree as follows:

1. LEASE PREMISES

A. Premises. Landlord leases to Tenant and Tenant leases from Landlord that certain real property (hereinafter referred to as "premises") located in the City of Woodland, County of Yolo, State of California, commonly described as the old Value Giant building, more particularly described in Exhibit "A" hereto, containing approximately 15,096 square feet.

B. Shopping Center. The premises, together with and including other property owned by Landlord, comprise a shopping center development referred to hereinafter as the "shopping center" and more fully described in Exhibit "B" hereto.

C. Common Areas. The term "common area", as used herein, shall be defined as all real property and improvements within the shopping center except such buildings which are not part of, or included within, the premises. As used herein the term "common area costs" shall include all sums expended by Landlord in connection with the common area for all general maintenance, repairs, resurfacing, painting, striping, cleaning, sweeping, planting, landscaping, lighting and other utilities and liability insurance relating thereto.

2. TERM OF LEASE; OPTION TO EXTEND TERM

A. Term. The term of this lease shall be ten (10) years, commencing on the date set forth below.

B. Option to Extend. Tenant is given the option to extend the term on all the provisions contained in this lease, except for monthly rent, for two periods of five (5) years each ("Extended Terms") following expiration of the initial term, by giving notice of excercise of the option ("Option Notice") to Landlord at least six (6) months but not more than one (1) year before the expiration of said initial term or first option term. Provided that, if Tenant is in default on the date of giving the Option Notice, the Option Notice shall be totally ineffective, or if Tenant is in default on the date either of said Extended Terms is to commence, the respective Extended Term shall not commence and this lease shall expire at the end of the initial term. The rent during each of said option periods shall be negotiated in good faith by the parties prior to the expiration of the initial term hereof based upon the then current rental prices of similar property in the general geographic area of the shopping center. Should the parties fail to agree upon the monthly rental for the first year of either or both of the Extended Terms at least two (2) months prior to the commencement of either of the Extended Terms, Tenant shall, at least sixty (60) days prior to the commencement of said Extended Term, appoint one arbitrator and notify Landlord in writing of said appointment and of the name and address of said arbitrator so appointed by it, and Landlord shall also, within said time period, appoint one arbitrator and notify Tenant in writing of said appointment and of the name and address of said arbitrator so appointed by landlord. If

the two (2) said arbitrators are unable to agree upon the monthly rental for the demised premises for said first year of the Extended Term within ten (10) days next following said last mentioned period, then they shall appoint a third arbitrator within ten (10) days and the decision of any two (2) of said three (3) arbitrators shall be final and binding upon the parties hereto. Should the Tenant fail to appoint its arbitrator or should the original two arbitrators be unable to agree upon such monthly rental and also fail to agree on the appointment of a third arbitrator within the time provided, or should they appoint such third arbitrator and any two of the said three arbitrators for any reason be unable, during the fifteen (15) days next following the appointment of said third arbitrator, to fix such guaranteed minimum monthly rental, then and in any of said cases, the option to extend shall terminate. The parties shall each bear the cost of the arbitrators selected by them and one-half of the cost of the third arbitrator.

C. Commencement Date. The term of this lease shall commence on the date on which an "occupancy permit" is issued for the premises. Prior to the issuance of such permit, Landlord agrees to construct improvements in conformity with the plans and specifications set forth in Exhibit "C" attached hereto. Landlord shall use its best efforts to complete said improvements as soon as possible, however if Landlord or its contractor shall be delayed at any time in the progress of said construction by changes ordered by Tenant, strikes, lockouts, fire, delay in transportation, rain, unavailability of material or other reasonable cause, said time of completion shall be extended accordingly.

3. RENT

A. Monthly Rent. Tenant shall pay to Landlord as monthly rent, without deduction, set-off, prior notice, or demand, the sum of Eight Thousand Six Hundred Sixty Three Dollars ($8,663.00) per month in advance on the first day of each month, commencing on the date the term commences, and continuing during the term. Monthly rent for any partial month shall be prorated at the rate of 1/30th of the minumum monthly rent per day. The rent payable within each year of the term or renewal term(s) of this lease shall become due and payable only in consideration of the right to possess, occupy, and use the premises and improvements thereon during that year.

B. Payment of Rent. All rent shall be paid to Landlord at the address to which notices to Landlord are given. Tenant shall pay to Landlord the first month's rent hereunder upon execution of this lease.

C. Adjustments to Monthly Rent.

(1) The monthly rent provided for herein shall be subject to increase at the end of the 12th month of the term hereof and at the end of each 12th month of the term thereafter. The base for computing the increase shall be the Consumer Price Index, all urban consumers, all items, San Francisco/Oakland Bay Area, published by the United States Department of Labor, Bureau of Labor Statistics, in which 1967 equals one hundred (100) ("Index"), which is published for the last month prior to the commencement of the term hereof (beginning index). If the Index published nearest the adjustment date ("Extension Index") has increased over the beginning index, the increase in the monthly rental for the

following 12 months (until the next rent adjustment date) shall be established by multiplying the amount of $4,500 by one (1) less the fraction, the numerator of which is the extension index and the denominator of which is the beginning index. In no event, however, shall the monthly rental be adjusted downward. On adjustment of the monthly rent as provided herein, the parties shall immediately execute an amendment to the lease on request of either party stating the new monthly rent.

(2) If the "Index" is changed so that the base year differs from that used as of the month immediately preceding the month in which the term commences, the "Index" shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the "Index" is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the "Index" had not been discontinued or revised.

(3) Notwithstanding the provisions of Subparagraphs (1) and (2) immediately above, in no event shall said annual adjustment to monthly rent exceed the maximum allowable annual adjustment to tenant's appropriations budget (as finally approved by the appropriate governing authority) permitted under Article 13(B) of the California Constitution as currently construed or as hereafter amended.

D. Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees, and other

charges ("taxes") that are levied and assessed against Tenant's personal property installed or located in or on the premises and that become payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

E. Real Property Taxes

(1) Tenant shall pay its proportionate share of any increase in real property taxes and general and special assessments ("Real Property Taxes"), over the 1979-80 amount, levied and assessed against the premises.

(2) Tenant's proportionate share shall be the ratio of the total real property taxes levied and assessed against the shopping center that that the total number of square feet in the premises bears to the total number of leaseable square feet in the shopping center.

(3) Each year Landlord shall notify Tenant of Landlord's calculation of Tenant's proportionate share of the real property taxes and together with such notice shall furnish Tenant with a copy of the tax bill. Tenant shall pay its proportionate share of the real property taxes semi-annually and not later than ten (10) days after receipt of the tax bill.

(4) If Landlord's lender requires Landlord to impound real property taxes on a periodic basis during the term, Tenant, on notice from Landlord indicating this requirement, shall pay a sum of money toward its liability under this paragraph to Landlord on a periodic basis in accordance with the lender's requirements. Landlord shall impound the tax payments received from Tenant in accordance with the requirements of the Lender.

(5) Notwithstanding the foregoing, the increase in real property taxes shall not exceed two percent (2%) in any one (1) year.

4. USE

Tenant shall use the premises for offices.

5. MAINTENANCE

Except as provided herein, Tenant, at its own cost, shall maintain the premises in good condition. Landlord, at its cost, shall maintain in good condition the structural parts of the building and other improvements in which the premises are located which structural parts shall include the foundations, bearing and exterior walls (excluding glass), roof and, except as set forth below, heating and air conditioning. Tenant, at Tenant's sole expense, shall perform regular monthly, or more frequent, service of the heating and air conditioning units which service the premises. In addition to the foregoing, Landlord shall maintain all common areas outside the subject premises and within the exterior boundaries of the shopping center. Tenant shall pay to Landlord an amount estimated by Landlord to be Tenant's share of common area costs as defined in paragraph 1 hereof. Landlord shall furnish to Tenant a statement showing the total common area cost and Tenant's share of said common area costs. Tenant shall pay to Landlord Tenant's proportionate share of said common area cost within thirty (30) days after receipt of said statement. Tenant's proportionate share of common area cost shall be the ratio of the total common area cost for the shopping center that the total number of square feet in the premises bears to the total number of leaseable square feet in the shopping center.

6. ALTERATIONS

A. Tenant shall not make any structural or exterior alterations to the premises without Landlord's written consent, and said consent shall not be unreasonably withheld. Tenant, at its cost, shall have the right to make, without Landlord's consent, nonstructural alterations to the interior of the premises that Tenant requires in order to conduct its business on the premises.

B. Any alterations, including those improvements constructed by Landlord per Exhibit "C", made shall remain on and be surrendered with the premises on expiration or termination of the term, except that Landlord can elect within thirty (30) days before the expiration of the term, or within five (5) days after termination of the term, to require Tenant to remove any alterations that Tenant has made to the premises. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

7. MECHANICS' LIEN

Tenant shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this lease. Tenant shall keep the premises free and clear of all mechanics' liens resulting from construction done by or for Tenant.

8. UTILITIES AND SERVICES

Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it including, without limitation, gas, electricity, water, telephone service, and trash collection and for all connection charges.

9. INDEMNITY/INSURANCE

A. Indemnity. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises, except that Landlord shall be liable to Tenant for damage resulting from the acts or omissions of Landlord or its authorized representatives. Landlord shall hold Tenant harmless from all damages arising out of any such damage.

B. Public Liability And Property Damage Insurance

(1) Tenant, at its cost, shall maintain combined single limit public liability and property damage insurance, or similar protection, naming Landlord as an additional insured with liability limits of not less than five hundred thousand dollars ($500,000.00) and property damage limits of not less than fifty thousand dollars ($50,000.00) per occurrence, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises. At the expiration of each five (5) years of the term hereof, Landlord shall have the right to increase said policy limitations to such amounts as are deemed reasonable and appropriate by Landlord.

(2) Landlord, at Landlord's expense, shall maintain on the building and other improvements in which the premises are located a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least ninety percent (90%) of the actual cash and/or full replacement value of the property.

10. DESTRUCTION

A. Destruction Due to Risk Covered by Insurance. If, during the term, the premises are totally or partially destroyed from a risk covered by the insurance described in paragraph 9, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises to substantially the same condition as they were in immediately before destruction if said the insurance proceeds are sufficient to cover the actual cost of restoration. Such destruction shall not terminate this lease, provided, however, Tenant shall be entitled to a pro rata reduction in rent for any period during which the premises are totally or partially unusable. If the existing laws do not permit the restoration or such insurance proceeds are not sufficient to restore the premises to said condition, either party can terminate this lease immediately by giving notice to the other party.

B. Destruction Due To Risk Not Covered By Insurance

(1) If during the term the premises are totally or partially destroyed from a risk not covered by the insurance described in paragraph 9, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises to substantially the same condition as they were in immediately before destruction. Such destruction shall not terminate this lease. If the existing laws do not permit the restoration, either party can terminate this lease immediately by giving notice to the other party.

(2) If the cost of restoration exceeds five percent (5%) of the then replacement value of the premises destroyed, Landlord can elect to terminate

this lease by giving notice to Tenant within fifteen (15) days after determining the restoration cost and replacement value. If Landlord elects to terminate this lease, Tenant, within fifteen (15) days after receiving Landlord's notice to terminate, can elect to pay to Landlord, at the time Tenant notifies Landlord of its election, the difference between five percent (5%) of the replacement value of the premises and the actual cost of restoration, in which case Landlord shall restore the premises. On Tenant's making its election to contribute, each party shall deposit immediately the amount of its contribution with a trustee agreed to by the parties.

(3) If Landlord elects to terminate this lease and Tenant does not elect to contribute toward the cost of restoration as provided in this paragraph, this lease shall terminate.

C. Abatement or Reduction of Rent. In case of destruction, there shall be a pro rata abatement or reduction of rent.

D. Loss During Last Part of Term. If destruction to the premises occurs during the last year of the term, Landlord can terminate this lease by giving notice to Tenant not more than fifteen (15) days after the destruction.

11. CONDEMNATION

A. Total Taking. If the premises are totally taken by condemnation, this lease shall terminate on the date of taking.

B. Partial Taking. If any portion of the premises is taken by condemnation, this lease shall remain in effect except that Tenant can elect to terminate this lease if, in

Tenant's sole discretion, the remaining portion of the building or other improvements or common areas are rendered unsuitable for Tenant's continued use of the premises.

C. Effect on Rent of Condemnation. If any portion of the premises is taken by condemnation and this lease remains in full force and effect on the date of taking, the monthly rent shall be reduced by an amount that is in the same ratio to monthly rent as the square footage of the area of the portion of the premises taken bears to the total square footage of the premises immediately before the date of taking.

12. ASSIGNMENT

Tenant shall not voluntarily assign or encumber its interest in this lease or in the premises, or sublease all or any part of the premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the premises without first obtaining Landlord's written consent. Said consent shall not be unreasonably withheld. Any assignment, encumbrance, or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

13. DEFAULT

A. Tenant's Default. The occurrence of any of the following shall constitute a default by Tenant:

(1) Failure to pay rent when due, if the failure continues for thirty (30) days after written notice has been given to Tenant.

(2) Abandonment and vacation of the premises. (Failure to occupy and operate the premises for ten (10) consecutive days shall be deemed an abandonment and vacation.)

(3) Failure to perform any other provision of this lease if the failure to perform is not cured within thirty (30) days after written notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

(4) Notices given under this paragraph shall be in writing, specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

B. Landlord's Remedies. Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

C. Tenant's Right to Possession Not Terminated. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the

premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the premises including, without limitation, broker's commissions, expenses of remodeling the premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this lease unless Landlord notifies Tenant that Landlord elects to terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.

14. SIGNS:

Tenant, at Tenant's expense, shall have the right to place, construct, and attach to the subject premises, and the outside thereof, such signs as permitted by all applicable local sign ordinance regulations.

15. LANDLORD'S ENTRY ON PREMISES

Landlord and its authorized representatives shall have the right to enter the premises at all reasonable times, after reasonable notice, for any of the following purposes:

A. To do any necessary maintenance and to make any restoration to the premises that Landlord has the right or obligation to perform.

B. To serve, post, or keep posted any notices required or allowed under the provisions of this lease.

C. To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during the last two (2) months of the term, or during any period while Tenant is in default.

D. To show the premises to prospective brokers, agents, buyers, tenants, or persons interested in an exchange at any time during the term.

16. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party.

17. WAIVER

A. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

B. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

C. No act or conduct of Landlord including, without limitation, the acceptance of the keys to the premises shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the

surrender of the premises and accomplish a termination of the lease.

D. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

E. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

18. SALE OR TRANSFER OF PREMISES

If Landlord sells or transfers all or any portion of the premises, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this lease if Landlord's successor has assumed in writing, for the benefit of Tenant, Landlord's obligations under this lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord shall transfer the security deposit or prepaid rent to Landlord's successor and on such transfer Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

Landlord agrees that prior to any sale of the subject premises Landlord shall give Tenant written notice of the terms and conditions of said sale. For a period of ten (10) days after receipt of said notice Tenant shall have the right to purchase the premises on such terms and conditions as set forth in notice. Notwithstanding the foregoing, Landlord shall not be obligated to subdivide or separately sell or transfer the subject premises in the event of the sale of transfer of the shopping center.

19. ATTORNEYS' FEES

A. If either party becomes a party to any litigation concerning this lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation.

B. If either party commences an action against the other party arising out of or in connection with this lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

20. SURRENDER OF PREMISES; HOLDING OVER

A. Surrender Of Premises

(1) On expiration or ten (10) days after termination of the term Tenant shall surrender to Landlord the premises and all Tenant's improvements and alterations in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the premises covered by paragraphs 20 and 21) except for alterations that Tenant has the right to remove or is obligated to remove under the provisions of paragraph 15. Tenant shall remove all its personal property within the above-stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property within the time periods stated in this paragraph.

(2) Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the premises on expiration or termination of the term as allowed or required by this lease by giving at least thirty (30) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the thirty (30) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposing of any alterations or Tenant's personal property.

(3) If Tenant fails to surrender the premises to Landlord on expiration or thirty (30) days after termination of the term as required by this paragraph, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the premises including, without limitations, claims made by a succeeding tenant resulting from Tenant's failure to surrender the premises.

D. Holding Over. If Tenant, with Landlord's consent, remains in possession of the premises after expiration or termination of the term or after the date in any notice given by Landlord to Tenant terminating this lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. All provisions of this lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

21. MISCELLANEOUS PROVISIONS

A. Time of Essence. Time is of the essence of each provision of this lease.

B. Consent of Parties. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

C. Successors. This lease shall be binding on and inure to the benefit of the parties and their successors.

IN WITNESS WHEREOF, the parties have executed this lease as of the date first above written.

"Landlord"
McKEE, DATWYLER & MARTIN

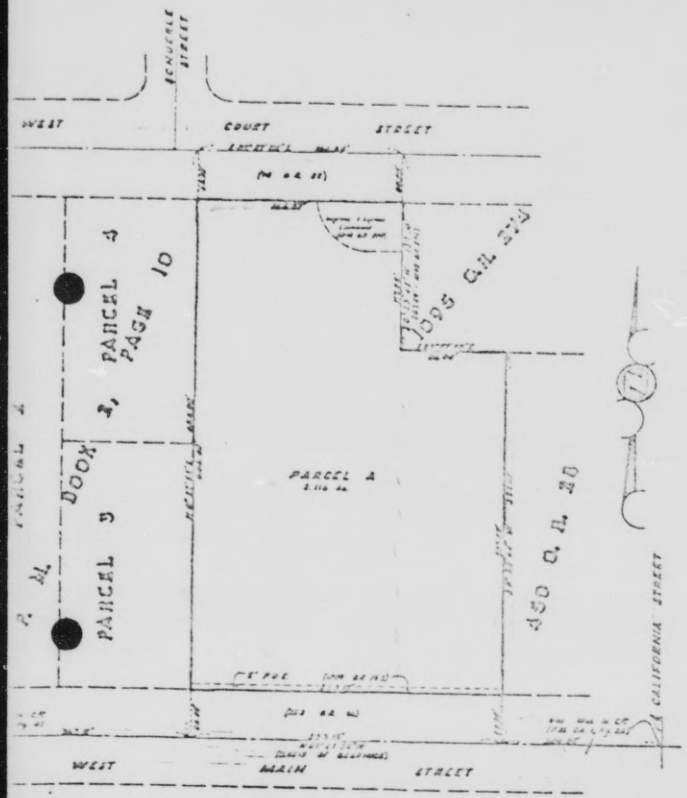
By _____

"Tenant"
YOLO COUNTY

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL

EXHIBIT A



OWNER'S CERTIFICATE

Pursuant to the provisions of Section 66436 of the Government Code, the undersigned hereby certify that they are the only persons having any record title in the land subdivided within the distinctive border of this Parcel Map and hereby consent to the preparation and recordation of said map.

Paul Mellor — Donald J. Martin

Patricia D. Taylor — Joan A. Martin

Eleanor Dutcher

ACKNOWLEDGEMENT:

State of California)
County of Alameda) ss

On this 21st Day of August, 1978, before me PATRICIA D. ROSS, a Notary Public in and for said State, Personally appeared [illegible] known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patricia D. Ross
Notary Public in and for the State of California
County of Alameda

BASIS OF BEARINGS:
N89°27'30"W - The centerline of Main Street as shown on that map filed in Parcel Map, Book 2 at Page 10, Yolo County Records.

CITY ENGINEER'S CERTIFICATE:

SURVEYOR'S CERTIFICATE:

PARCEL MAP NO. 2620
FOR
SMITH & LEE
Por. S.E. 1/4 Sec. 30, T.10N., R.2E., M.D.B.&M.
Woodland, Yolo County, California
LAUGENOUR AND MEIKLE
CIVIL ENGINEERS
WOODLAND
Scale 1" = 50' July 1978

EXHIBIT- B

LARGE SITE PLANS FOR

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

REMODELING OF EXISITING BUILDING
LOCATED AT 116 WEST MAIN STREET
WOODLAND, CALIFORNIA.

TOO LARGE TO ATTACH

EXHIBIT-B

IS STORED IN THE MAP FILE
CABINET.

Book

FILED

OCT 1 6 1979

PETER J. [illegible], Clerk

By [illegible] DEPUTY

(2)

Item 10

AGREEMENT NO. 79-413

(Agreement amending Agreement No. 79-259 to extend it)

THIS AGREEMENT, made and entered into this 16th day of October, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Marin Parents for Mental Recovery, inc., a private non-profit Corp., hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY and PROVIDER are contractually bound by agreement No. 79-259, as amended by Agreement No. 79-305 which by its terms expires 9-30-79.
2. The basis for the agreement was COUNTY'S need for consultative services in connection with its developing Community Residential Treatment System.
3. COUNTY'S need of PROVIDER'S services continues.
4. COUNTY and PROVIDER, therefore, wish to amend Agreement No. 79-259, as amended by Agreement 79-305, to extend its term.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. Paragraph 9 "A", page 4, line 2 - 4 of Agreement No. 79-259 as amended by Agreement No. 79-305 is amended to read:
   a. The maximum payments from COUNTY to PROVIDER during the term of this agreement shall be a sum not to exceed twenty thousand dollars ($20,000).
2. Paragraph 12 a, Page 5, line 9 - 11, of Agreement No. 79-259, as amended by Agreement No. 79-305 , is amended to read:
   a. This Agreement shall commence on execution and terminate on December 31, 1979, unless otherwise provided herein in Agreement 12 b, below.

3. All other provisions of Agreement No. 79-259, as amended by Agreement No. 79-305 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST

PETER McNAMEE, CLERK

BY _____
DEPUTY

MAIN PARENTS FOR MENTAL RECOVERY

BY _____

MENTAL HEALTH SERVICES

BY _____
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY _____
DEPUTY COUNTY COUNSEL

FILED

OCT 30 1979

PETER McNAMEE, Clerk
By [illegible] DEPUTY

AGREEMENT NO. 79-414
LICENSE AGREEMENT

THIS AGREEMENT, made and entered this 16th day of October, 1979, by and between the County of Yolo, a political subdivision of the State of California (hereinafter called "COUNTY"), and the Woodland Joint Unified School District of Sutter and Yolo Counties, California (hereinafter called "DISTRICT"),

W I T N E S S E T H:

RECITALS:

1. DISTRICT desires to use unimproved property included in the County Corporation Yard site owned by Yolo County.

2. COUNTY desires to grant DISTRICT permission to use COUNTY property for storage of school buses as part of DISTRICT'S transportation program.

NOW, THEREFORE, IT IS AGREED as follows:

1. Use granted. COUNTY hereby grants the DISTRICT on the terms and conditions hereinafter set forth permission and authority to store school buses and to take action reasonably related thereto on the portion of the County Corporation Yard described below and to allow DISTRICT non-exclusive access to adjoining COUNTY property within the County Corporation Yard for entrance and exit of vehicles and staff and access for installation of any utility lines necessary for DISTRICT'S use of the improvements referred to below.

2. Description. The portion of the County Corporation Yard on which DISTRICT may store buses is described as follows:

> The land is a parcel with dimensions of 160 feet by 250 feet containing 40,000 square feet located at the northeast corner of the existing County Corporation Yard at Ashley Street and Beamer Street in Woodland, California.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
(916) 666-8275

3. Consideration. During the term of this agreement, in consideration for DISTRICT'S use of COUNTY property, DISTRICT shall pay COUNTY an annual fee in the sum of Twelve Hundred Dollars and 00/100 ($1,200.00). This amount is due and payable semi-annually on or before the 31st day of December and the 30th day of June. COUNTY shall prepare semi-annually and deliver to DISTRICT an invoice prior to the time required for DISTRICT to tender payment.

4. Term of Agreement. The term of this agreement shall be for five (5) years, commencing on the first day of November, 1979, to the 31st day of October, 1984.

5. Option to Renew.

A. Subject to the cancellation provisions of this agreement, COUNTY grants the DISTRICT, upon the expiration of the term of this agreement, the option to renew the license on a yearly basis.

B. DISTRICT shall notify COUNTY of its intent to exercise any option by serving a written notice of intent to renew no later than sixty (60) days preceding the expiration of any term.

6. Cancellation. During the first five years of this agreement, cancellation of this agreement may occur only upon the written mutual consent of both COUNTY and DISTRICT. Thereafter, cancellation may occur at any time upon sixty (60) days notice served by either party to the other.

7. Improvements and Structures.

A. During the term of this agreement, DISTRICT may pave and construct and place such improvements and structures upon the above-described property which are necessary for use pursuant to this agreement.

B. All such improvements placed shall be subject to the applicable COUNTY regulations and this agreement shall not be construed as rendering them

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TELEPHONE (916) 666-8275

inapplicable in any way. DISTRICT agrees, at its expense, to apply for and prior to construction, shall obtain any permits by the ordinances or regulations of the City of Woodland and the County of Yolo in effect at the time of the application and further agrees to abide by all conditions imposed by any such permit.

C. DISTRICT agrees that all improvements shall be installed in conformance with the applicable building, plumbing, electrical, mechanical or other applicable building standard codes.

D. DISTRICT shall pay all costs involved in the placement of any improvements and structures on the above-described property and said improvements (except for paving) and structures shall be DISTRICT'S property after termination of the license or any extension thereof; provided, however, that DISTRICT, prior to the termination of the license or its extension, remove or sell to COUNTY at COUNTY'S option any improvement and structure except paving.

8. Repairs. DISTRICT shall, at its own cost, keep and maintain the above-described property and structures located thereon in good and sanitary order, condition, and repair. DISTRICT shall maintain any structure placed on the site so as to meet all minimum standards established by the COUNTY for similar facilities in compliance with State Law, California OSHA Standards and local ordinances. DISTRICT may exceed these standards when deemed appropriate to meet special needs.

9. Utilities. DISTRICT shall pay all costs for any and all gasoline and utilities including telephone, electricity, natural gas, and any other utility installed on the premises used by DISTRICT for storage of its buses and other uses reasonably related thereto, and shall exclusively pay the installation

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COUNTY OF YOLO
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WOODLAND, CA 95695
(916) 666-8275

costs for said utility. Sewer, water, and garbage charges, if incurred by DISTRICT, shall be borne by DISTRICT.

10. Equipment. DISTRICT shall retain title to its purchase fixtures, equipment, furniture, and materials located on the above-described premises, for the period covered by this agreement and prior to its termination, shall remove said fixtures, equipment, furniture, and materials from premises.

11. Subletting and Assignment. COUNTY and DISTRICT agree that this is an agreement to grant a license to DISTRICT and that the DISTRICT'S right is personal and non-assignable.

12. Hold Harmless.

A. DISTRICT agrees to hold harmless COUNTY, its officers, employees, and agents from any and all liability and/or claim for damages arising out of action or conduct of DISTRICT, the agents, servants, employees, and invitees as a result of DISTRICT'S operation pursuant to this agreement.

B. COUNTY agrees to hold harmless DISTRICT, its officers, employees, and agents from any and all liability and/or claims for damages arising out of action or conduct of COUNTY, its agents, servants, employees, and invitees.

13. Insurance. During the term of this agreement or any extension thereof, DISTRICT shall, at its own expense, maintain in full force and effect a liability insurance policy expressly naming COUNTY as an additional insured against liability for injuries to persons and property and for death of persons arising from any accident, injury, or damage occurring as a result of DISTRICT'S operations pursuant to this agreement. The limits of liability under said insurance shall not be less than $1,000,000 property damage, and $500.00 per person for personal injury or death.

14. Conditions and Covenants. The parties mutually agree that each material

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
(916) 666-8275

term of this agreement is and shall be construed as a condition and a covenant.

15. Successors. This agreement and all its covenants and conditions shall apply to and be binding upon the successors and assigns of COUNTY.

16. Notices. All notices from COUNTY to DISTRICT or DISTRICT to COUNTY shall be in writing, either personally served or delivered by the United States Mail, postage prepaid and addressed as follows:

WOODLAND JOINT UNIFIED SCHOOL DISTRICT
526 Marshall Avenue
Woodland, California 95695

COUNTY OF YOLO
Board of Supervisors
Yolo County Courthouse
725 Court Street
Woodland, CA 95695

Service of any notice pursuant to this agreement shall be deemed complete upon deposit of said notice in the United States Mail as stated above and time shall commence upon the date of deposit.

17. Heading. Neither the title nor the heading to the paragraphs of this agreement are part of this agreement and shall have no effect on the construction of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year as hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty (J.) Marshland
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
PETER McNAMEE, CLERK
BY Rosa Lee Woodland
DEPUTY
(SEAL)

OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO P. O. BOX 127 WOODLAND, CA 95695 (916) 666-8275

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

BY _____

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
(916) 666-8211

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK.

RECEIVED NOV 1 3 1979

REQUEST FOR PROGRAM MODIFICATION: Yolo County Schools - Project MOVE	DATE 8-1-79	AGREEMENT NO. 79-415
Title: III	Modification Number	Contract Number
Program: HIRE II	002	79-220

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $____ [X] Decreased by $ 7,723

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract by the amount of funds planned but not obligated for training expenditures:

1. To comply with Department of Labor request to deobligate all funds not obligated for training by June 30, 1979.
2. To deobligate $1,468 to SYETA for prior period expenditures related to Yolo County's HIRE II Program.

FILED

NOV 14 1979

PETER McNAMEE, Clerk

By Deputy

MODIFICATION

1. The attached budget supersedes the one currently in the contract.
2. The attached enrollment and termination supersedes the one currently in the contract.

$ 51,207
New grand total and fixed price

Forrest L Honnold 79-11-09
Signature of program operator Date

Recommendation and/or comments by staff: [ ] Approve [ ] Disapprove

Recommendation of the MAPC [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

BK Peter L Monahan OCT 16 1979
Signature of Authorized Officer Date

OCT 1 1979
Effective date of modification

CETA TITLE I OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 3 DATE 9/4/79 Page 1

grantee Name and Address:
lo County Schools
5 Main Street
odland, CA 95695

Contact Person Jesus M. Moreno
Phone 666-0925 Contract No.
Period: From 10-1-78 To 12-31-79
Program Name HIRE II

NTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
T.		2,306						2,306
V.		3,901						3,901
C.		5,501						5,501
N.		6,320						6,320
B.		7,919						7,919
R.		9,518						9,518
R.		9,518						9,518
Y		(34,566)						(34,566)
N		6,783						6,783
Y		6,955						6,955
G.		6,955						6,955
PT.		6,955						6,955
TAL								

NTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
.	281				1,600	425	2,306
.	281				3,200	420	3,901
.	281				4,800	420	5,501
.	282				5,618	420	6,320
.	281				7,218	420	7,919
.	281				8,817	420	9,518
.	281				8,817	420	9,518
	(1,598)				(33,893)	925	(34,566)
E	418				5,828	537	6,783
Y	418				6,000	537	6,955
.	418				6,000	537	6,955
T.	418				6,000	537	6,955
AL							

RTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Jesus M Moreno Project Director — 9-24-79
and Title of Authorized Official — Accountant — Date

Date — Principal Administrative Analyst — 9-14-79

8 (10-78)

CETA TITLE I OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 3 DATE 9/4/79

grantee Name and Address:
lo County Schools
5 Main Street
odland, CA 95695

Contact Person Jesus M. Moreno
Phone 666-0925 Contract No. - -
Period: From 10-1-78 To 12-31-79
Program Name HIRE II

MTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
T.		4,388						4,388
V.		4,382						4,387
C.		4,367						4,367
N.								
.								
.								
.								
E								
.								
T.								
AL		51,207						51,207

TH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
.	418				3,433	537	4,388
.	418				3,432	537	4,387
.	418				3,432	517	4,367
.							
.							
.							
.							
E							
.							
.							
L	3,296				40,302	7,609	51,207

TIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

and Title of Authorized Official

Accountant Date

ture Date

Principal Administrative Analyst Date

9 (10-78)

ERATING BUDGET

NTRACT NO. _____

Yolo County Schools
425 Main Street
Woodland, CA 95695

MINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	3,296	281	281	281	282
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Ins.					
RAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
ONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
ACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
NSUMABLE SUPPLIES					
Office Supplies					
leaning & Janitorial Supplies					
MUNICATION COST					
elephone & Telegraph					
ostage					
ER COST					
hotocopy & Xerox					
ental - Office Equipment					
aintenance & Repair -Equipment					
id. & Gen. Insurance					
ncl. Expenses					
IPMENT					
ffice Equipment					
ffice Furniture & Fix.					
TOTAL	3,296	281	281	281	282

RATING BUDGET

TRACT NO.

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
281	281	281	(1,598)	418	418	418	418

ATING BUDGET

RACT NO.

CT	NOV	DEC					
18	418	418					

NG BUDGET

T NO.

Yolo County Schools
425 Main Street
Woodland, CA 95695

JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
CIPANT WAGES					
E BENEFITS					
.C.A.					
kers' Comp. Ins.					
.E. (Uniforms, Supplies, etc.)					
er					
ING	40,302	1,600	3,200	4,800	5,618
ff Salaries					
ff Fringe Benefits					
ff Travel					
cial Program Tech. Assist.					
Contractor Training Cost	40,302	1,600	3,200	4,800	5,618
ssroom Space Cost					
plies					
ephone					
ks & Educational Aids					
tion & Ent. Fees					
al - Equipment					
ice Equipment					
ining Equipment					
l. Training Cost					
CES	7,609	425	420	420	420
ff Salaries	4,995	327	323	323	323
ff Fringe Benefits	1,363	98	97	97	97
ff Travel	480				
cial Program Tech. Assist.					
ce Cost	470				
plies					
ephone	301				
nsportation					
ld Care					
ical Assist.					
t Assist.					
ning Assist.					
al Equipment					
ice Equipment					
l. Services Cost					
ON-ADMINISTRATIVE COST	47,911	2,025	3,620	5,220	6,038
TRATIVE COST	3,296	281	281	281	282
ON-THE-JOB TRAINING	51,207	2,306	3,901	5,501	6,320

(rev. 10/78)

RATING BUDGET

TRACT NO. _____

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
,218	8,817	8,817	(33,893)	5,828	6,000	6,000	6,000
,218	8,817	8,817	(33,893)	5,828	6,000	6,000	6,000
20	420	420	925	537	537	537	537
23	323	323	350	340	340	340	340
7	97	97	88	85	85	85	85
			220	40	40	40	40
			176	42	42	42	42
			91	30	30	30	30
,638	9,237	9,237	(32,968)	6,365	6,537	6,537	6,537
281	281	281	(1,598)	418	418	418	418
,919	9,518	9,518	(34,566)	6,783	6,955	6,955	6,955

c (rev. 10/78)

PERATING BUDGET

ONTRACT NO. _____

OCT	NOV	DEC					
3,433	3,432	3,432					
3,433	3,432	3,432					
537	537	517					
340	340	340					
85	85	85					
40	40	20					
42	42	42					
30	30	30					
3,970	3,969	3,949					
418	418	418					
4,388	4,387	4,367					

(rev. 10/78)

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III HIRE II

ram: Project M.O.V.E.

al Year: 79

[ ] Original

[X] Revision # 002

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
tal Cumulative Enrollments	0	0	1	3	4	6	9	13	17	21	21	21
tal Enrollments by Month	0	0	1	2	1	2	3	4	4	4	0	0
1. New Enrollments			1	2	1	2	3	4	4	4	0	
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)												
tal Terminations by Month							1	2	1	3	3	2
1. Entering Employment								2	0	3	2	2
a. Direct Prime												
b. Direct ES												
c. Indirect												
d. Obtained Employment												
2. Other Positive												
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive							1	0	1	0	1	0
4. Intratitle												
RENT ENROLLMENT							8	10	13	14	11	9
ficant Segments Enrolled - Cumulative												

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III HIRE II

Program: Project M.O.V.E.

Fiscal Year: 80

[ ] Original

[X] Revision # 002

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	21	21	21									
Total Enrollments by Month												
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)												
Total Terminations by Month	2	3	4									
1. Entering Employment	2	3	3									
a. Direct Prime												
b. Direct ES												
c. Indirect												
d. Obtained Employment												
2. Other Positive												
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	0	0	1									
4. Intratitle												
CURRENT ENROLLMENT	7	4	0									
Significant Segments Enrolled - Cumulative												

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Bk.

MODIFICATION FORM

FOR PROGRAM MODIFICATION
yte Fire Protection District

AGREEMENT NO. 79-416

DATE
August 15, 1979

itle: VI

Modification Number
001

Contract Number
79-114

rogram: PSE

hanges herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 1,200 [ ] Decreased by $

he above number contract is to be modified as follows: (Attach support documents)

ENERAL INTENT

To increase contract amount in order to cover unanticipated Workers' Compensation expenses and wage and fringe benefit expenses.

ODIFICATION

$13,308
ew grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff:

[ ] Approve [ ] Disapprove

Recommendation of the MAPC

[✓] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

OCT 16 1979

ignature of Authorized Officer Date

September 1, 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

[ ] ORIGINAL [XX] REVISION NO. 1 DATE August 15, 1979

Subgrantee Name and Address:
Bryte Fire Protection District
1515 Lisbon Street
Bryte, CA 95605

Contact Person E. E. Richardson
Phone 371-1106 Contract No.
Period: From 3-30-79 To 9-30-79
Program Name Title VI

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.				48				48
APR.				2,042				2,042
MAY				2,042				2,042
JUNE				2,042				2,042
JULY				2,042				2,042
AUG.				3,050				3,050
SEPT.				2,042				2,042
TOTAL				13,308				13,308

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			36	12			48
APR.			1,600	442			2,042
MAY			1,600	442			2,042
JUNE			1,600	442			2,042
JULY			1,600	442			2,042
AUG.			2,400	650			3,050
SEPT.			1,600	442			2,042
TOTAL			10,436	2,872			13,308

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant Date

Signature Date

Principal Administrative Analyst Date

CC 108 (10-78)

Position Listing

Bryte Fire District

Title VI

Position	Salary 3-30-79 to 9-30-79	Benefits 3-30-79 to 9-30-79	Total
2 Firefighter Trainee	$10,436	$2,872	$13,308

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK

REQUEST FOR PROGRAM MODIFICATION | DATE | AGREEMENT NO.

Legal Aid Society of Sacramento | AGREEMENT NO. 79-47 V | August 15, 1979

Title: VI | Modification Number | Contract Number

Program: PSE | 001 | 79-116

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 575 [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase contract amount in order to cover increased fringe benefit costs.

CODIFICATION

$10,982

w grand total and fixed price

Signature of program operator Date

ecommendation and/or comments by staff:

[ ] Approve [ ] Disapprove

ecommendation of the MAPC

[X] Approve [ ] Disapprove

ION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

OCT 16 1979

Signature of Authorized Officer Date

September 1, 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 1 DATE August 15, 1979

Subgrantee Name and Address:

Legal Aid Society of Sacramento
1235 H Street
Sacramento, CA 95814

Contact Person Donald Griesmann
Phone 444-6760 Contract No.
Period: From 3-30-79 To 9-30-79
Program Name Title VI

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			85					85
APR.			1,816					1,816
MAY			1,816					1,816
JUNE			1,816					1,816
JULY			1,816					1,816
AUG.			1,816					1,816
SEPT.			1,817					1,817
TOTAL			10,982					10,982

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			74	11			85
APR.			1,595	218			1,816
MAY			1,598	218			1,816
JUNE			1,598	218			1,816
JULY			1,598	218			1,816
AUG.			1,598	218			1,816
SEPT.			1,598	219			1,817
TOTAL			9,662	1,320			10,982

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant Date

Signature Date

Principal Administrative Analyst Date

YC 108 (10-76)

Position Listing

Legal Aid Society of Sacramento

Title VI

Positions	Salary 3-30-79 to 9-30-79	Fringe 3-30-79 to 9-30-79	Total
1 Legal Stenographer	$4,789	$ 554	$ 5,343
1 Graduate Legal Assistant	4,873	766	5,639
Total	$9,662	$1,320	$10,982

BK
61

To:
Manpower 10-15-79
PIC (via Manpower) 10-15-79
Auditor 10-15-79
County Counsel 10/16/79
George Jacob 10-15-79

BOARD OF SUPERVISORS
Yolo County, California

Date: October 16, 1979
Entry No. 5

File: MAN-7
Boards/Commissions/Committees -
Private Industry Council.

SEE:
RESOLUTION BOOK &
AGREEMENT BOOK

RESOLUTION NO. 79-162, WAS PASSED AND ADOPTED, BY THE BOARD OF SUPERVISORS, AS THE PRIME SPONSOR OF THE YOLO COUNTY COMPREHENSIVE EMPLOYMENT AND TRAINING PROGRAM, ESTABLISHING THE PRIVATE INDUSTRY COUNCIL (PIC); AND APPROVING AGREEMENT NO. 79-418, A MEMORANDUM OF UNDERSTANDING, BETWEEN THE YOLO COUNTY BOARD OF SUPERVISORS, AS THE CETA PRIME SPONSOR AND GOVERNING BOARD OF THE YOLO COUNTY MANPOWER ADMINISTRATION, AND THE PRIVATE INDUSTRY COUNCIL (PIC). THE MEMORANDUM OF UNDERSTANDING DELINEATES THE RESPONSIBILITIES OF BOTH PARTIES WITH REGARD TO ACTIVITIES CONDUCTED UNDER TITLE VII OF THE COMPREHENSIVE EMPLOYMENT AND TRAINING ACT. THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN THE RESOLUTION AND AGREEMENT.

Upon motion of Supervisor Edmonds, seconded by Supervisor Thompson, and duly carried, the above Resolution and Agreement was passed and adopted, and approved by the following vote:

Ayes: Black, Thompson, Edmonds, Marchand.

Noes: None.

Absent: DeMars.

ORIGINAL

OCT 16 1979

PETER McNAMEE, Clerk

By Rickie Mayhorn

RESOLUTION NO. 79-162

WHEREAS, the Yolo County Manpower Adminstration desires to offer a comprehensive program of manpower services in Yolo County; and

WHEREAS, the Comprehensive Employment and Training Act Amendments of 1978 requires the existence of a private industry council;

NOW, THEREFORE, BE IT RESOLVED by the Yolo County Board of Supervisors as Prime Sponsor of the Yolo County Comprehensive Employment and Training program that the Private Industry Council be established as follows:

1. Creation of the Advisory Council.

This Resolution creates a council known as the Private Industry Council (herein referred to as the PIC).

2. Authority and Responsibility.

The Private Industry Council shall have the following authority and responsibiiity:

A. General:

i. To serve as an intermediary to assist the local employment and training structure to become more responsive to the business community.

ii. To serve as the business and industry contact point in the local employment and training system, to present the private sector's view and recommendations for making programs more responsive to local employment needs.

iii. To advise and provide direction to the local employment training system on ways to increase private sector job placements for persons eligible under Title VII of CETA.

B. Planning and Coordination:

i. In conjunction with the prime sponsor, to design and develop the Title VII program and subpart to the prime sponsors Annual Plan.

ii. In designing the plan listed in B(i) above, and on a continuing basis, to analyze private sector job opportunities, including estimates by occupation, industry, and location.

C. Review and Assessment:

To participate with the prime sponsor in overseeing activities under Title VII of CETA. This participation is subject to the prime sponsor's ultimate responsibility for the conduct of activites and funds expended.

D. The Private Industry Council shall have the authority specified in the Memorandum of Understanding listed as Attachment "A" to this Resolution, and made a part hereof.

3. Membership

Membership shall consist of not less than eight (8) rotating members appointed by the Board of Supervisors as the Governing Body of the Prime Sponsor, plus one permanent member.

A. Rotating Members

i. Business and Industry Members

(a) A Majority of the PIC members shall be representatives of private industry and business.

(b) Where possible, at least half of the industry and business representatives shall be from small business. Small business is defined as any private for profit enterprise employing five hundred or fewer employees.

/ / / / /

/ / / / /

/ / / / /

/ / / / /

/ / / / /

(c) Minority business enterprise shall be represented on the PIC, at least consistent with their representation in the business community.

ii. Other Required Members

The PIC membership shall also include a representative from each of the following:

(a) Organized labor.

(b) Community based organizations

(c) Educational agencies or institutions.

iii. Other Members

One other member may be appointed from among participants eligible under 20 CFR 675.5-7.

B. Permanent Member

The Chairperson of the Manpower Advisory and Planning Council, or a designee, shall be a permanent member of the PIC with full voting powers. The Manpower Advisory and Planning Council shall be responsible for advising the Clerk of the Board of Supervisors in writing of the name of its representative.

4. Membership: Terms.

A. Length: The term of membership shall be for three (3) years. No member may serve more than two (2) consecutive full terms without at least a one (1) year break in service before becoming eligible for reappointment.

B. Initial Terms: Initial terms shall commence on February 1, 1980. Thereafter, all terms shall commence on February 1 and end on January 31. Length of terms for the initial appointees shall be for a period of one (1) year for three (3) of the members, two (2) years for three (3) of the members, and three (3) years for two (2) of the members. Members shall draw lots to determine the length of their initial term. One and two year terms shall not be counted as one of the two consecutive full terms in 4.A above.

C. Vacancies:

i. Persons appointed to fill a vacancy will serve for the remainder of the current term of the member being replaced and may then be reappointed for two (2) full additional terms.

ii. A vacancy shall exist if any person ceases to possess the qualifications for which the appointment is made.

D. Resignations:

Resignations shall be accomplished by letter or written documentation from the member of the PIC and shall be submitted to the Clerk of the Board of Supervisors.

5. Membership: Organization

There shall be a Chairperson and a Vice-Chairperson of the PIC, as well as such other officers as the PIC may deem necessary. All officers, with the exception of the Secretary, shall be elected by members of the PIC from among their number. Any vacancy in any office, with the exception of the Secretary, shall be filled by election for the unexpired portion of the term of office.

6. Membership: Quorum.

A majority of the currently appointed members of the PIC shall constitute a quorum for the transaction of business by the PIC.

7. Staff.

The PIC will receive professional, technical, and clerical staff support from the Prime Sponsor staff. The Manpower Administrator of the Prime Sponsor or a designee will act as County Liaison to the PIC and will also serve as Secretary to the PIC.

8. Meetings.

The frequency of meetings will be determined by the Chairperson of the PIC, but the PIC shall meet at least once every six months. Special meetings may be called by the Chairperson, or in the absence of the Chairperson, by

the Vice-Chairperson, or by any two (2) members upon giving each member not less than twenty-four (24) hours' notice by mail.

9. Conflict of Interest.

No member of the PIC shall cast a vote on any matter under deliberation by the Council which has direct bearing on services to be provided by that member or any organization with which that member is associated.

10. Absences.

Any member of the PIC who is absent from any three consecutive regular meetings of the PIC within one year shall vacate his or her membership on the Council upon a determination by the Governing Body, after recommendation from the PIC, that such absence was not for due cause.

11. Subcommittees.

The PIC may appoint subcommittees as it deems necessary to facilitate its over-all decision-making and recommendation process.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 16th day of October, 1979, by the following vote:

AYES: Black, Thompson, Edmonds, Marchand.

NOES: None.

ABSENT: DeMars.

Bob L. Marchand

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

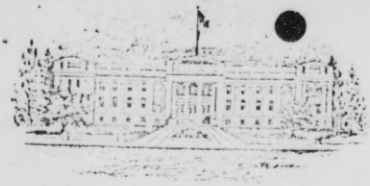
ATTEST:

PETER McNAMEE

BY _____
Deputy
(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL



COUNTY OF YOLO

Woodland, California 95695

OFFICE OF COUNTY ADMINISTRATOR
Manpower Division • 500 First Street

AGREEMENT NO. 79-418

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the Yolo County Board of Supervisors, as CETA Prime Sponsor and Governing Board of the Yolo County Manpower Administration, and the Private Industry Council.

This purpose of the memorandum of understanding is to delineate the responsibilities of both parties with regard to activities conducted under Title VII of the Comprehensive Employment and Training Act. This agreement has been developed subject to Part 679 of the CEiA Regulations. This memorandum of understanding may be modified at any time by the mutual agreement of both parties. It will remain in effect until a cancellation is mutually agreed to.

Both parties agree to the concept of mutual consent as described in the following paragraphs:

1. In consideration of the Prime Sponsor's ultimate liability for all activities conducted under Title VII of CETA, the Board of Supervisors shall have final approval authority in the design and development of Title VII Programs, all funding and contracts under Title VII, the administration and operation of private sector employment and training programs under Title VII, and the review and assessment of activities supported under Title VII.

2. In consideration of the Private Industry Council's mandate to assist the local employment and training structure in becoming more responsive to the business community and to provide direction to the local employment and training system on ways to increase private sector job placements for CETA participants under Title VII, the Board of Supervisors shall not approve any matter affecting the design and development of Title VII programs, or initial funding or the letting of contracts under Title VII, unless these matters have been reviewed and previously approved by the PIC.

Charles F. McKnight

Chairman
Private Industry Council

Betsy A. Marchand

Betsy A. Marchand, Chairman
Yolo County Board of Supervisors

Attachment A

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

FILED

OCT 23 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-419

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT, made and entered into this 23rd day of October, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Robert Zadra, M.D., a duly licensed physician, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein and COUNTY to compensate for said services under the terms and conditions set forth below.

1. DESCRIPTION OF SERVICES: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Director or his designee(s).
2. Services have been performed in contemplation of the execution of this Agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of Agreement No. 3.
3. PAYMENT:
   a. COUNTY will compensate PROVIDER for said services at the rate of THIRTY DOLLARS ($30.00) per hour.
   b. The maximum payments from COUNTY to PROVIDER shall be a sum not to

exceed EIGHT THOUSAND SIX HUNDRED FORTY DOLLARS ($8,640.00).

c. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Director of County Mental Health Services or his designee(s).

4. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee agency or contractor of PROVIDER an employee agent or contractor of COUNTY for any purpose, nor shall be construed to be so. PROVIDER will be performing services normally performed by COUNTY employees.

5. LIABILITY: COUNTY assumes all responsibility for services covered under the performance of this Agreement. COUNTY does not assume responsibility or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability, or loss arising from intentional conduct of PROVIDER.

6. COMMUNITY SERVICES SYSTEMS MANUAL: PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual incorporated herein by reference.

7. AMENDMENTS: This writing, together with any Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement, whether by written or verbal understanding of the parties, the officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

8. TERM: This Agreement shall commence on October 19, 1979, and terminate

on June 30, 1980. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Pete E. Lucas
DEPUTY

BY Robert L. Zuber M.D.

MENTAL HEALTH SERVICES

BY C P Thomson
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

FORM F-35 (REV. 9-78)
ORIGINAL (White)—To Lessee
DUPLICATE (Blue)—To Lessor
TRIPLICATE (Yellow)—To Department of Finance

AGREEMENT No. 3-79

AGREEMENT NO. 79-420

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 30th day of June, 19 79,

at Woodland, California, by and between the 40th

District Agricultural Association, a State institution, hereinafter called the LESSOR, and

Sheriff's Dept., County of Yolo, hereinafter called the LESSEE.

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereincontained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain

property in the City of Woodland, County of Yolo, State of California, described as:

Security Building, located on the grounds of the 40th District Agricultural Association, in Woodland,

"Lessee recognizes and understands that this lease may create a possessary interest subject to property taxation and that the lessee may be subject to the payment of property taxes devied on such interest."

for the term of 6 months commencing on the 1st day of July,

19 79, and ending on the 31st day of December, 19 79, with the right of termination

as hereinafter set forth, at the total rental of NINE HUNDRED ($900.00) DOLLARS, payable to the LESSOR

LUMP SUM PAYMENT

in lawful money of the United States, in ~~xxxkxxxxkxxxx~~ of $ 900.00, in advance, on the /////

day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of $ /////

from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the

office of the 40th District Agricultural Association at Woodland,

, California, on or before the ///// day of each month.

LESSEE hereby convenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for none

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only:

Training Sub Station

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, California 95695

, and to the LESSOR at

P.O. Box 826, Woodland, California 95695

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. *Obligations of Lessor.* The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th: FAIR EMPLOYMENT PRACTICES. 1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race color, religion, ancestry, sex,* age,* national origin, or physical handicap.* Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Lessee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Lessee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th: LESSEE does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly form the exercise of this lease or the occupation of the premises herein permitted to be used or the premises of the Association to which the LESSEE, its agents, employees, or LESSEE's may have access by reason of this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By _____

Secretary-Manager
TITLE

By _____
TITLE

County of Yolo
LESSEE

By _____

Chairman, Board of Supervisors,
County of Yolo, State of California
TITLE

Sheriff's Dept. - Yolo County

_____
Sheriff

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fairs and Expositions.
2. Department of Finance approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required.
   Submit only the triplicate yellow copy if Department of Finance approval is not required.
4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.

* See Labor Code Sections 1411-1432.5 for further details.

FILED

NOV - 1 1979

PETER McNAMEE, Clerk

By Pete E. Lucas
Deputy

AGREEMENT NO. 79-421

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of October, 1979, by and between

TEICHERT CONSTRUCTION

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

The realignment reconstruction and widening of County Road 104 from 0.1 mile north to 1.2 miles south of County Road 32D.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

County Road 104

(Plan Index No. NA) (WO # 4296)

Approved 8-28-79 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of Notice to Proceed and for its completion to be within Seventy (70) working days next after the date of the Notice to Proceed ; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth: and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them for Alternate A, to wit:

Item No.	Description	Estimated Quantity	Unit (In Figures)	Total Price (In Figures)
1	Clearing and Grubing	L.S.	12,300.00	12,300.00
2	Roadway Excavation	2213 CY (F)	12.45	27,551.85
3	Imported Borrow	-0- CY (F)	-0-	-0-
4	Aggregate Base Class 2*	3318 Tons	8.50	28,203.00
5	Asphalt Emulsion (SS-1)	4.5 .Tons	480.00	2,160.00
6	Paving Asphalt (AR-4000)	256 Tons	165.00	42,240.00
7	Aggregate (Type 1-C Asphalt Concrete)	4,873 Tons	15.50	75,531.50
8	15" C.S.P.	56 L.F.	11.50	644.00
	TOTAL CONTRACT AMOUNT			$ 188,630.35

(F) Denotes final pay quantity

* Maximum aggregate size: Alternate "A": 3/4" Alternate "B" = 1 ½"

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

NOV 1 1979

COUNTY OF YOLO

BY Betsy A. Marchand
Chairman of the Board of Supervisors

OCT 31 1979

ATTEST:

PETER McNAMES, Clerk

By Pete E. Lucas, Deputy

BY TEICHERT CONSTRUCTION

Glenn V. Waters
District Manager

P. O. Box 150
Woodland, Calif. 95696
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 8.

BK

AGREEMENT NO. 79-422

SUBDIVISION IMPROVEMENT AGREEMENT

FILED
OCT 26 1979
PETER McNAMEE, Clerk
By [signature] Deputy

Subdivision No. 2812

(Touchstone Lake)

THIS AGREEMENT is made and entered into on this 16th day of August, 1979, by and between ROBERT SPEECE PROPERTIES, INC., a California Corporation

hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2812 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2812 public improvements including but not limited to street improvements consisting of concrete curbs, gutters, sidewalks, and driveway aprons, asphalt paving and base, water districution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7 of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

   (1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee faithful performance.

   (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $9,104.78 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No.2812.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2812 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of the Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $1,000.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five-hundred dollars ($500.00) whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon Surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Bill C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
10-24-77

SUBDIVIDER ~~ROBERT SPEECE~~ PROPERTIES, INC.

By Frank R. Speece, Jr.

By Susan Ahlin, Assistant Secy.

ATTEST:
PETER McNAMEE, Clerk

STATE OF CALIFORNIA,
County of Sacramento } ss.

On this 21st day of August in the year one thousand nine hundred and ..., before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Frank R. Speece, Jr. and Susan Ahlin known to me to be the President and Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person S who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

TRACY L. HECKERS
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires January 28, 1983

Tracy L. Heckers
Notary Public, State of California

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1)

My Commission Expires January 28, 1983

FILED
OCT 24 1979
PETER McNAMEE, Clerk
By DEPUTY

AGREEMENT NO. 79-423

MEMORANDUM OF UNDERSTANDING

SURFACE MINING AND RECLAMATION COORDINATION IN YOLO COUNTY

Between

THE COUNTY OF YOLO

and

UKIAH DISTRICT OFFICE

U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, CALIFORNIA

THIS AGREEMENT, made and entered into by and between the County of Yolo through its Board of Supervisors, hereinafter called the County, and the Bureau of Land Management, through its District Manager, hereinafter called BLM.

WITNESSETH:

WHEREAS, local, state and federal agencies have certain interests in regulating the surface effects of mining on federal public lands or on combinations of public and private lands, it is deemed advisable to develop a policy between the County and the BLM to serve as guidance for both agencies in fulfilling their lead agency regulatory responsibilities in such situations.

WHEREAS, several major and numerous minor acts of Congress permit the extraction of minerals on public lands, including those public lands administered by the BLM.

WHEREAS, there is a statuatory right for persons to prospect and mine on BLM administered public land open to operation of the 1872 Mining Law, and the permissive right to do so under the Materials Act of July 31, 1947; providing they comply with the rules and regulations covering the BLM administered public lands involved.

WHEREAS, mining operations, which might cause significant surface resource disturbance, shall be conducted under surface management and reclamation procedures designed to minimize or prevent, mitigate and repair adverse environmental impacts on public lands by imposing reasonable conditions which do not materially interfere with such operations.

WHEREAS, the surface effects of mining minerals on federal public lands which are subject to lease by the federal government are of concern to federal agencies other than the BLM, it is not the intent of this agreement to apply to those agencies.

WHEREAS, the County has the responsibility under the Surface Mining and Reclamation Act of 1975 (SMARA) and the State policy for Surface Mining and Reclamation Practice to regulate surface mining and reclamation within their jurisdictions so as to assure that:

1) Adverse environmental effects are prevented or minimized and that mined lands are reclaimed to a usable condition which is readily adaptable for alternative land uses,

2) The production and conservation of minerals are encouraged, while giving consideration to values relating to recreation, watershed, wildlife, range and forage, and aesthetic enjoyment, and

3) Residual hazards to the public health and safety are eliminated.

NOW, THEREFORE, Yolo County and the BLM hereby understand and agree that the following will satisfy the aforesaid concerns and the requirements of the aforesaid laws and are acceptable to both the County and the BLM. It is agreed that in regulation of surface mining of minerals on public or on combination of public and private lands:

1) The County and the BLM shall work cooperatively to insure, as practicable, that conditions required of operators in minimizing adverse environmental impacts conform to applicable local, state and federal regulations, and

2) The County may accept as functional equivalents to its re-requirements under SMARA, operating plans, reclamation plans and environmental studies submitted pursuant to federal regulation when such plans and studies meet or exceed minimum County and statewide standards set by the Mining and Geology Board in its state policy for Surface Mining and Reclamation Practice, and alternatively

3) The BLM may accept as functional equivalents to its requirements documents relating to operating plans, reclamation plans and environmental studies submitted to the County when such plans and studies meet or exceed minimum standards set by the U.S. Department of the Interior regulations.

THE BLM will:

1. Notify the County whenever it requests or receives an operating plan for a mining operation on federal public land within the County that involves either the removal of more than 1,000 cubic yards of minerals, ores, mineral materials and overburden or involves more than one acre in any location.

2. Provide the County notice of the development of Environmental Assessment Reports that may be generated for any mining operation and give the County opportunity to pro vide information, advice and recommendations for such reports, and advise the operator of the required County permits.

3. The District Geologist of the Ukiah District, BLM, shall be the County contact with the Ukiah District.

THE COUNTY will:

1. Notify the BLM whenever it receives any application for a permit which comes under the purview of SMARA and County requirements on private lands within and adjacent or contiguous to BLM administered public lands, and

2. Provide the BLM notice of development of mining Reclamation Plans on areas within or adjacent or contiguous to BLM administered public land and give the BLM opportunity to provide information, advice and recommendations for such plans.

3. The Planning Department of Yolo County, shall be the BLM contact with the County.

THE COUNTY and THE BLM will:

1. Jointly review and coordinate operating plans, reclamation plans and permits for those mining operations that include federal public lands and private lands. The objective of the review and coordination process will be to arrive at common requirements in operating plans and permits and to keep procedural impacts on the miner to a minimum.

This agreement shall continue in force until terminated by either party upon thirty (30) day notice, in writing to the other, of their intention to terminate the agreement upon a date specified.

YOLO COUNTY

10-24-79
DATE

Betsy A. Marchand
CHAIRMAN, COUNTY BOARD OF SUPERVISORS

BUREAU OF LAND MANAGEMENT

9/12/79
DATE

William Laramendy
DISTRICT MANAGER
UKIAH DISTRICT

ACTING

BR

AGREEMENT NO. 79-424

SUBDIVISION IMPROVEMENT AGREEMENT

FILED

OCT 26 1979

PETER McNAMEE, Clerk

By _____ Deputy

Subdivision No. 2782
Unit No. 2-A

(Larchmont Summerfield)

THIS AGREEMENT is made and entered into on this 23rd day of October, 19 79, by and between M. J. BROCK & SONS, INC. hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2782, Unit No. 2-A and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2782, Unit No. 2-A, public improvements including but not limited to street improvements consisting of concrete curbs, gutters, sidewalks, and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

   Off-site work shall specifically include improvements consisting of Linden Road and all utilities within Linden Road from the connection with the existing improvements adjacent to the North boundary of said subdivision to the southerly boundary of said subdivision, and a storm drain system consisting of a pump station and a storm drain retention basin/park adequate to drain the entire area within approved Tentative Subdivision No. 2782 in accordance with the provisions of Yolo County Improvement Standards and Specifications.

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7 of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

(1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant tc Article 1 of this Agreement, to guarantee faithful performance.

(2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $25,587.00 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2782, Unit No. 2-A.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2782, Unit No. 2-A, shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Sub divider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $1,850.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five-hundred dollars ($500.00) whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisits set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Bobbi A. Muirhead
CHAIRMAN OF THE BOARD OF SUPERVISORS
10-24-79

SUBDIVIDER

STATE OF CALIFORNIA
COUNTY OF Sacramento } SS

CONSTANCE S. COLE
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires July 23, 1981

ON September 24, 19 79, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carroll E. Brock known to me to be the Vice President, ~~xxxx~~ ~~xxxx

COUNTY OF YOLO

Book

Subgrant Signature Sheet

RECEIVED NOV 13 1979

Title III - STIP

Agreement/ Subgrant No. 79-425

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

NOV 14 1979

PETER McNAMEE, Clerk

By Deputy

Program

Yolo County Office of Education - Project M.O.V.E.

Address

313 Fourth Street

City

Woodland, CA 95695

Phone

666-0925

Program Director

Jess Moreno

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on February 1, 1979.

The term of the SUBGRANT shall end on July 31, 1980.

The total amount of the SUBGRANT is $236,155.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Forrest L Honnold	By Signature: Betsy A. Marchand
Name and Title: FORREST L HONNOLD, ASST. SUPT., PROJECT ADMINISTRATION	Name and Title: BETSY A. MARCHAND, Chairman, Yolo County Board of Supervisors
Date: 79-11-09	Date: 10-24-79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of February 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yolo County Superintendent of Schools - Project hereinafter called SUBGRANTEE.

MOVE

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. The Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Program Description

(e) Participant Planning Summary.

(f) Line Item Budget.

(g) Enrollment and Termination Plan

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin February 1, 1979, and shall end July 1, 1980, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 236,155, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advance shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Departmer of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applic

by the U.S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the proposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either PRIME SPONSOR or SUBGRANTEE may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 60 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TELEPHONE: (916) 666-8275

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorne fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the realtionship of employer and employee, and shall be liable for any Social Security, Unemployment compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME

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SPONSOR shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quanitity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

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TELEPHONE (916) 666-8275

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrativ requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OME Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwi

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decision statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personne engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

(a) The term "member of the immediate family" includes: wife husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-425.

COUNTY OF YOLO, PRIME SPONSOR

X Bobsey A. Marshall
(Signature of Authorized Officer)
11-24-79

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

YOLO COUNTY SUPERINTENDENT OF SCHOOLS
(Legal Name of SUBGRANTEE)

Forrest L Honnold
(Signature of Authorized Officer)

NOV 9 1979

ASST. SUPT. PROJECT ADMINISTRATION
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 707(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the EA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exception circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

X Betty A. Marsland
(Signature of Authorized Officer)
10-24-79

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of Subgrantee)

NOV 9 1979

Forrest L Honnold
(Signature of Authorized Officer)

ASST. SUPT. PROJECT ADMINISTRATION
(Title of Authorized Officer)

SKILLS TRAINING AND IMPROVEMENT PROGRAM (STIP)

WITH YOLO COUNTY AGRIBUSINESS

PROJECT MOVE

PROGRAM DESCRIPTION

The primary goal of this project is to maximize the permanent, unsubsidized employment opportunities within agriculture through the implementation of a jointly sponsored classroom training and on-the-job training activity which insures a dual commitment between manpower training capabilities and local farmer resources. The program design facilitates the development and acquisition of improved and advanced skills necessary for year around job placement in agribusiness.

The following sub-goals provide the basis and support necessary for the facilitation and successful completion of the primary goal:

1) To identify motivated, seasonally unemployed individuals who express a desire to remain in agricultural occupations and would benefit from this type of training;

2) To provide task oriented, carefully designed advanced skills training to maximize participants' permanent agricultural employment potential; and

3) To provide on-the-job training supported by the local growers, linking classroom activities with hands-on experience in the field, and strengthening linkages for transition to unsubsidized employment.

A short course instruction timetable was developed to provide training and work experience activities at the optimum time in relation to the farmer's ability to provide hands-on experience.

The following skills have been determined desirable for permanent employment in Yolo County agribusiness, especially but not exclusively in the area of row crop production:

Basic Farm Repair and Fabrication Welding
Basic Wheel and Crawlet Tractor Operation
Fertilizer and Pesticide Application Techniques
Basic Irrigation Techniques
Basic Harvest Equipment Operation
Farm Equipment Maintenance and Repair
Program Orientation and Job Search Skills Development

Instruction of these seven courses will be negotiated with private, consultant, public, and grower-organized training resources. The final training arrangements for site, equipment, instructors, and other training supplies, are expected to be a mix of the coordinated efforts of many resources, both private and public. Lay instructions who have practical mastery of course content but no formal teaching experience can conduct the courses. The standard Designated Subjects Teaching

Credential will be used to certify instructors through a coordinated effort with the Yolo County Office of Education.

The Agricultural Training Specialist will have the primary responsibility for the coordination of training, development of on-the-job training sites in the private sector, and participant information data collection. Job transition opportunities will be strengthened by recruiting work experience sites that have the capability of absorbing trainees. Outreach staff will be responsible for providing on-going monitoring of selected program participants and facilitating the process and rate of transition, job placement and follow-up.

It will be the goal of the Project to train approximately 25 unemployed seasonal farmworkers as Agricultural Maintenance/Operator Technician. Selected participants will be only those individuals who 1) meet eligibility criteria and have a history of seasonal employment; 2) have some previous knowledge and experience in the agricultural field, and express a sincere desire to remain in the occupational area; and 3) possess the demonstrated potential to achieve success in pursuing upward mobility. Priority will be given to the selection of Mexican-American individuals, which will constitute 75% of the total number of participants. The additional 25% of program participants will be recruited throughout Yolo County relative to their incidence in the population. Both bilingual and monolingual participation in the program will be acceptable provided that some assistance and additional support can be provided by MOVE Project staff to monolingual participants.

It is intended that this program design, which provides classroom training and hands-on job experience, will result in immediate transition into unsubsidized employment with the growers who have been active participants in the program implementation. Close coordination and communication between staff and growers throughout the program will assist in the achievement of this goal.

a. GRANTEE'S NAME AND ADDRESS

Yolo County Office of Education -
Project M.O.V.E.
425 Main Street
Woodland, CA 95695

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

CETA PROGRAM PLANNING SUMMARY

b. GRANT NUMBER

c. GRANT YEAR
From October 1, 1978 To September 30, 1979

d. TYPE OF PROGRAM
1. ☐ Title I 3. ☒ Title III Specify STIP
2. ☐ Title II 4. ☐ Title VI BASIC

FOR REGIONAL OFFICE USE ONLY

CONTRACT KEY

MOD. DATE

INSTRUCTIONS FOR COMPLETING SECTIONS I, II, AND III

Sec. I: A (Total Enrollments) is the sum of A.1 and A.2. B (Total Terminations) is the sum of B.1 through B.3. C (Planned Enrollments) is A minus B.

Sec. II: Enter in line (a) Enrollments in each program activity cumulatively through the grant year, and in line (b) the number of participants planned to be enrolled in each program activity at the end of each quarter; participants who are concurrently enrolled in more than one activity should be counted in each activity in which they are enrolled.

Sec. III: Enter the cumulative number of participants in each segment to be enrolled during the grant year. Participants should be counted in as many significant segment groups as are applicable.

I. ENROLLMENT AND TERMINATION SUMMARY
GRANT YEAR-TO-DATE PLAN

	REPORT PERIOD	A. TOTAL ENROLLMENTS	1. Enrollments (not in 2)	2. Participants Carried Over	B. TOTAL TERMINATIONS	1. Entered Employment	a. Direct Placements	b. Indirect Placements	c. Obtained Employment	2. Other Positive	3. Non-positive	C. PLANNED ENROLLMENTS (end of quarter)
	1 3 7	0	0	0	0	0	0	0	0	0	0	0
	0 3 7	25	25	0	0	0	0	0	0	0	1	24
	0 6 7	25	25	0	1	0	0	0	0	0	2	23
	0 9 7	25	25	0	2	0	0	0	0	0	0	23

II. PLANNED ENROLLMENTS IN PROGRAM ACTIVITIES

	A. CLASSROOM TRAINING: Occ. Skills	A. CLASSROOM TRAINING: Voc. Ed.	B. On-the-Job Training	C. Pub. Service Employment	D. Work Experience
a) Total Enrollments	0				
b) Currently Enrolled	0				
a) Total Enrollments	25				
b) Currently Enrolled	25				
a) Total Enrollments	25				
b) Currently Enrolled	24				
a) Total Enrollments	25				
b) Currently Enrolled	23				

IV. OTHER ACTIVITIES
(Reference III F)

Indicate other activities or special programs on attachments. Describe their objectives and list milestones toward their achievement in a quantitative or narrative presentation.

III. SIGNIFICANT SEGMENTS

SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE PLAN 12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)	SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE PLAN 12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)
a. Low Income	0	25	25	25	f.				
b. Hispanic	0	15	15	15	g.				
c.					h.				

a. GRANTEE'S NAME AND ADDRESS

Yolo County Office of Education -
Project M.O.V.E.
425 Main Street
Woodland, CA 95695

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

CETA PROGRAM PLANNING SUMMARY

b. GRANT NUMBER

c. GRANT YEAR
From: October 1, 1979
To: September 30, 1980

d. TYPE OF PROGRAM
1. ☐ Title I
2. ☐ Title II
3. ☒ Title III Specify: SIIP
4. ☐ Title VI
BASIC

FOR REGIONAL OFFICE USE ONLY

CONTRACT KEY

TRANS CODE	OFFICE CODE	PROG CODE	AMT	SI	P.Y.	PROJECT NUMBER	SUB-PROJ. NO.	COMP. CODE	MOD. NO.	MOD. DATE MM	DD	YY

INSTRUCTIONS FOR COMPLETING SECTIONS I, II, AND III

Sec. I: A (Total Enrollments) is the sum of A.1 and A.2. B (Total Terminations) is the sum of B.1 through B.3. C (Planned Enrollments) is A minus B.

Sec. II: Enter in line (a) Enrollments in each program activity cumulatively through the grant year, and in line (b) the number of participants planned to be enrolled in each program activity at the end of each quarter; participants who are concurrently enrolled in more than one activity should be counted in each activity in which they are enrolled.

Sec. III: Enter the cumulative number of participants in each segment to be enrolled during the grant year. Participants should be counted in as many significant segment groups as are applicable.

I. ENROLLMENT AND TERMINATION SUMMARY
GRANT YEAR TO DATE PLAN

		REPORT PERIOD	A. TOTAL ENROLLMENTS	1. Enrollments this qtr.	2. Participants Carried Over	B. TOTAL TERMINATIONS	1. Entering Employment	a. Direct Placements	b. Indirect Placements	c. Obtained Employment	2. Other Positive	3. Non-positive	C. PLANNED ENROLLMENTS (end of quarter)
a.	0 1	1 2 7	23	0	23	1	0	0	0	0	0	1	22
b.	0 1	0 3 1	23	0	23	9	7	0	7	0	1	1	14
c.	0 1	0 6 1	23	0	23	23	19	0	19	0	3	1	0
d.	0 1	0 9 1	23	0	23	23	19	0	19	0	3	1	0

II. PLANNED ENROLLMENTS IN PROGRAM ACTIVITIES

			A. CLASSROOM TRAINING: Occ. Skills	A. CLASSROOM TRAINING: Voc. Ed.	B. On-the-Job Training	C. Pub. Service Employment	D. Work Experience
a.	2	a) Total Enrollments 1 2 7	23				
b.	3	b) Currently Enrolled 1 2 7	22				
a.	2	a) Total Enrollments 0 3 1	23				
b.	3	b) Currently Enrolled 0 3 1	14				
a.	2	a) Total Enrollments 0 6 1	23				
b.	3	b) Currently Enrolled 0 6 1	0				
a.	2	a) Total Enrollments 0 9 1	23				
b.	3	b) Currently Enrolled 0 9 1	0				

III. SIGNIFICANT SEGMENTS

SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE PLAN 12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)	SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE PLAN 12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)
A Low Income	23	23	23	23	F				
B Hispanic	14	14	14	14	G				
C					H				

IV. OTHER ACTIVITIES
(Reference III F)

Indicate other activities or special programs on attachments. Describe their objectives and list milestones toward their achievement in a quantitative or narrative presentation.

First Street, Woodland, CA 95

CETA TITLE I OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE March 7, 1979

Subgrantee Name and Address:
Yolo County Office of Education - Project MOVE
625 Main Street
Davis, CA 95616

Contact Person Jess M. Moreno
Phone 666-0925 Contract No. _____
Period: From 2-1-79 To 7-31-80
Program Name STIP Farmworker Training Program

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.						5,276		5,276
MAR.						20,024		20,024
APR.						28,731		28,731
MAY						14,362		14,362
JUNE						5,408		5,408
JULY						19,626		19,626
AUG.						5,407		5,407
SEPT.						5,835		5,835
TOTAL								

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.	2,481	0		0	50	2,745	5,276
MAR.	2,181	9,780		338	4,449	3,276	20,024
APR.	2,131	10,280		368	12,676	3,276	28,731
MAY	2,081	5,640		184	3,181	3,276	14,362
JUNE	2,081	0		0	50	3,277	5,408
JULY	2,081	7,960		276	6,033	3,276	19,626
AUG.	2,081	0		0	50	3,276	5,407
SEPT.	2,081	0		0	478	3,276	5,835
TOTAL							

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND AT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

_____ _____ _____
Name and Title of Authorized Official — Accountant — Date

_____ _____ _____ _____
Signature — Date — Principal Administrative Analyst — Date

108 (10-78)

) First Street, Woodland, CA 95

TA TITLE I OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. _____ DATE March 7, 1979

Subgrantee Name and Address:
Yolo County Office of Education - Project MOVE
425 Main Street
Woodland, CA 95695

Contact Person Jess M. Moreno
Phone 666-0925 Contract No. _____
Period: From 2-1-79 To 7-31-80
Program Name STIP Farmworker Training Program

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.						18,102		18,102
NOV.						19,836		19,836
DEC.						5,938		5,938
JAN.						21,370		21,370
FEB.						19,852		19,852
MAR.						16,186		16,186
APR.						5,407		5,407
MAY						14,505		14,505
JUNE						5,407		5,407
JULY						4,883		4,883
AUG.						0		0
SEPT.						0		0
TOTAL						236,155		236,155

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	2,081	7,960		276	4,508	3,277	18,102
NOV.	2,081	10,280		368	3,831	3,276	19,836
DEC.	2,081	0		0	581	3,276	5,938
JAN.	2,081	10,280		368	5,365	3,276	21,370
FEB.	2,081	10,280		371	3,843	3,277	19,852
MAR.	2,081	7,660		276	2,893	3,276	16,186
APR.	2,081	0		0	50	3,276	5,407
MAY	2,081	7,330		246	1,571	3,277	14,505
JUNE	2,081	0		0	50	3,276	5,407
JULY	2,093	0		0	50	2,740	4,883
AUG.							
SEPT.							
TOTAL	38,020	87,450		3,071	49,709	57,905	236,155

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD
ASST. SUPT., PROJECT ADMINISTRATION
Name and Title of Authorized Official

Forrest L Honnold 79-11-09
Signature Date

For CETA Approval Only:

Accountant 4-24-79 Date

Principal Administrative Analyst 4-24-79 Date

YC 108 (10-78)

RATING BUDGET

TRACT NO. STIP FY 79 PAGE 1

SUBGRANTEE NAME AND ADDRESS

Yolo County [illegible]loyment & Training Administrati

Room 102, Courthouse

Woodland, CA 95695

NISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
DIRECT COST	11,214				
ALARIES & WAGES	17,945				
RINGE BENEFITS	4,511				
FICA	671				
Workers' Compensation	300				
Retirement	1,736				
Health & Life Insurance	1,625				
Unemployment Compensation Ins.	179				
AVEL					
Mileage Reimbursement					
Out-of-Town Travel					
NSULTANT & PROFESSIONAL SERVICES	1,350				
Bookkeeping	1,350				
Legal					
Program Tech. Assist.					
CE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
epairs to Buildings					
SUMABLE SUPPLIES	900				
ffice Supplies	900				
leaning & Janitorial Supplies					
UNICATION COST	470				
elephone & Telegraph	200				
ostage	270				
ER COST	1,380				
notocopy & Xerox	1,080				
ntal - Office Equipment					
intenance & Repair -Equipment					
d. & Gen. Insurance					
l. Expenses	300				
MENT	250				
fice Equipment	250				
fice Furniture & Fix.					
TOTAL	38,020				

(ADMINISTRATIVE SUBGRANTEE)

OPERATING BUDGET

CONTRACT NO. STIP FY 79 PAGE 2

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Employment & Training Administrat

Room 102, Courthouse

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
623	623	623	623	623	623	623	623
997	997	997	997	997	997	997	997
250	250	250	250	250	250	250	250
37	37	37	37	37	37	37	37
17	17	17	17	17	17	17	17
96	96	96	96	96	96	96	96
90	90	90	90	90	90	90	90
10	10	10	10	10	10	10	10
75	75	75	75	75	75	75	75
75	75	75	75	75	75	75	75
50	50	50	50	50	50	50	50
50	50	50	50	50	50	50	50
26	26	26	26	26	26	26	26
11	11	11	11	11	11	11	11
15	15	15	15	15	15	15	15
60	60	60	60	60	60	60	60
60	60	60	60	60	60	60	60
250	0	0	0	0	0	0	0
250	0	0	0	0	0	0	0
481	2,181	2,131	2,081	2,081	2,081	2,081	2,081

RATING BUDGET

TRACT NO. STIP FY 80 PAGE 3

Yolo County Employment & Training Administrati
Room 102, Court House
Woodland, Ca 95695

INISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
DIRECT COST		623	623	623	623
ALARIES & WAGES		997	997	997	997
RINGE BENEFITS		250	250	250	250
FICA		37	37	37	37
Workers' Compensation		17	17	17	17
Retirement		96	96	96	96
Health & Life Insurance		90	90	90	90
Unemployment Compensation Ins.		10	10	10	10
RAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
ONSULTANT & PROFESSIONAL SERVICES		75	75	75	75
Bookkeeping		75	75	75	75
Legal					
Program Tech. Assist.					
PACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
ONSUMABLE SUPPLIES		50	50	50	50
Office Supplies		50	50	50	50
Cleaning & Janitorial Supplies					
OMMUNICATION COST		26	26	26	26
Telephone & Telegraph		11	11	11	11
Postage		15	15	15	15
THER COST		60	60	60	60
Photocopy & Xerox		60	60	60	60
Rental - Office Equipment		0	0	0	0
Maintenance & Repair -Equipment		0	0	0	0
Fid. & Gen. Insurance		0	0	0	0
Uncl. Expenses		0	0	0	0
UIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL		2,081	2,081	2,081	2,081

Yolo County Employment & Training Administrat
Room 102, Courthouse
Woodland, CA 95695

RATING BUDGET
TRACT NO. STIP FY 80 PAGE 4

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
623	623	623	623	623	623		
997	997	997	997	997	996		
250	250	250	250	250	261		
37	37	37	37	37	42		
17	17	17	17	17	11		
96	96	96	96	96	104		
90	90	90	90	90	95		
10	10	10	10	10	9		
75	75	75	75	75	75		
75	75	75	75	75	75		
50	50	50	50	50	50		
50	50	50	50	50	50		
26	26	26	26	26	28		
11	11	11	11	11	13		
15	15	15	15	15	15		
60	60	60	60	60	60		
60	60	60	60	60	60		
0	0	0	0	0	0		
0	0	0	0	0	0		
0	0	0	0	0	0		
0	0	0	0	0	0		
081	2,081	2,081	2,081	2,081	2,093		

ORGANIZING NAME AND ADDRESS

Yolo County Employment & Training Administration

ATING BUDGET

Room 102, Courthouse

ACT NO. STIP FY 79 PAGE 1

Woodland, CA 95695

ROOK TRAINING	TOTAL	OCT	NOV	DEC	JAN
OWANCES	87,450				
esic	87,450				
ependents					
ncentive					
ther Additional					
GE BENEFITS	3,071				
orkers' Comp. Insur.	3,071				
INING	49,709				
taff Salaries	16,352				
taff Fringe Benefits	5,069				
taff Travel	528				
pecial Program Tech. Assist.	2,100				
ubcontractor Training Cost					
lassroom Space Cost	4,800				
upplies	900				
elephone					
ooks & Educational Aids	7,000				
uition & Ent. Fees					
ental - Equipment					
ffice Equipment					
raining Equipment	12,960				
ncl. Training Cost					
ICES	57,905				
taff Salaries	32,580				
taff Fringe Benefits	10,099				
taff Travel	2,496				
pec. Prog. Tech. Assist.	-0-				
ace Cost	2,700				
upplies	270				
elephone	1,260				
ransportation	8,500				
hild Care					
edical Assist.					
nt Assist.					
onding Assist.					
ental Equipment					
ffice Equipment					
ncl. Services Cost					
NON-ADMINISTRATIVE COST	198,135				
STRATIVE COST	38,020				
- CLASSROOM TRAINING	236,155				

ATING BUDGET

PACT NO. STIP FY 79 PAGE 2

Yolo County Employment & Training Adminfstratio
Room 102, Courthouse
Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
0	9,780	10,280	5,640	0	7,960	0	0
0	9,780	10,280	5,640	0	7,960	0	0
0	338	368	184	0	276	0	0
0	338	368	184	0	276	0	0
50	4,449	12,676	3,181	50	6,033	50	478
0	2,289	1,635	1,144	0	1,553	0	327
0	710	507	355	0	456	0	101
0	0	64	32	0	74	0	0
0	300	300	300	0	300	0	0
0	600	600	300	0	600	0	0
50	50	50	50	50	50	50	50
0	500	1,000	1,000	0	1,000	0	0
0	0	8,520	0	0	2,000	0	0
,745	3,276	3,276	3,276	3,277	3,276	3,276	3,276
,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810
561	561	561	561	561	561	561	561
139	139	139	139	139	139	139	139
0	0	0	0	0	0	0	0
150	150	150	150	150	150	150	150
15	15	15	15	15	15	15	15
70	70	70	70	70	70	70	70
0	531	531	531	532	531	531	531

(rev. 10/78)

...RAINING BUDGET

...TRACT NO. STIP FY 80 PAC...3

1010 County [illegible] Office & Training Administration
Room 102, Courthouse
Woodland, CA 95695

...SSROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
...LOWANCES		7,960	10,280	0	10,280
Basic		7,960	10,280	0	10,280
Dependents					
Incentive					
Other Additional					
...INGE BENEFITS		276	368	0	368
Workers' Comp. Insur.		276	368	0	368
...AINING		4,508	3,831	581	5,365
Staff Salaries		1,553	1,635	400	1,762
Staff Fringe Benefits		456	507	131	579
Staff Travel		74	74	0	74
Special Program Tech. Assist.		300	0	0	300
Subcontractor Training Cost					
Classroom Space Cost		600	600	0	600
Supplies		50	50	50	50
Telephone					
Books & Educational Aids		1,000	0	0	2,000
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment		475	965	0	0
Uncl. Training Cost					
...VICES		3,277	3,276	3,276	3,276
Staff Salaries		1,810	1,810	1,810	1,810
Staff Fringe Benefits		561	561	561	561
Staff Travel		139	139	139	139
Spec. Prog. Tech. Assist.		0	0	0	0
Space Cost		150	150	150	150
Supplies		15	15	15	15
Telephone		70	70	70	70
Transportation		532	531	531	531
Child Care					
...edical Assist.					
...ent Assist.					
...onding Assist.					
...ental Equipment					
...ffice Equipment					
Uncl. Services Cost					
...NON-ADMINISTRATIVE COST					
...ISTRATIVE COST					
... CLASSROOM TRAINING					

...5 (rev. 10/78)

RAINING BUDGET

TRACT NO. STIP FY 80 PAGE 4

Yolo County Employment & Training Administrat

Room 102, Courthouse

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
10,280	7,660	0	7,330	0	0		
10,280	7,660	0	7,330	0	0		
371	276	0	246	0	0		
371	276	0	246	0	0		
3,843	2,893	50	1,571	50	50		
1,762	1,146	0	1,146	0	0		
557	355	0	355	0	0		
74	42	0	20	0	0		
300	0	0	0	0	0		
600	300	0	0	0	0		
50	50	50	50	50	50		
0	500	0	0	0	0		
500	500	0	0	0	0		
3,277	3,276	3,276	3,277	3,276	2,740		
1,810	1,810	1,810	1,810	1,810	1,810		
561	561	561	561	561	562		
139	139	139	139	139	133		
0	0	0	0	0	0		
150	150	150	150	150	150		
15	15	15	15	15	15		
70	70	70	70	70	70		
532	531	531	532	531	0		

(rev. 10/78)

ENROLLMENT AND TERMINATION P

Monthly Schedule

Title III STIP II

ogram STIP II - M.O.V.E.

scal Year FY 80

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	S
Total Cumulative Enrollments	23	23	23	23	23	23	23	23	23	23	23	
Total Enrollments by Month	23	0	0	0	0	0	0	0	0	0	0	
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year	23											
4. Intratitle (Another Activity)												
Total Terminations by Month	1	0	0			7	2	4	9			
1. Entering Employment						7	2	4	6			
a. Direct Prime												
b. Direct ES												
c. Indirect												
d. Obtained Employment						7	1	3	0			
2. Other Positive				0	1	0			1			
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	1	0	0						2			
4. Intratitle												
CURRENT ENROLLMENT	22	22	22	22	22	15	13	9	0	0	0	0

nificant Segments Enrolled - Cumulative												
A.												
B.												
C.												
D.												
E.												
F.												
G.												
H.												
I.												

ENROLLMENT AND TERMINATION PLA

Monthly Schedule

Title III STIP

ram STIP II - M.O.V.E.

al Year 1979

[X] Original

[ ] Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SE
Total Cumulative Enrollments						25	25	25	25	25	25	2
Total Enrollments by Month						25	-	-	-	-	-	
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intratitle (Another Activity)							1			1		
Total Terminations by Month						0	0	0	0	0	0	0
1. Entering Employment												
a. Direct Prime												
b. Direct ES												
c. Indirect												
d. Obtained Employment												
2. Other Positive												
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive							1			1		
4. Intratitle												
CURRENT ENROLLMENT						25	24	24	24	23	23	23
ificant Segments Enrolled - Cumulative												
Low Income						25	25	25	25	25	25	25
Hispanic						15	15	15	15	15	15	15

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Forrest L Honnold

ASST. SUPT., PROJECT ADMINISTRATION — 79-11-09

SUBGRANTEE Authorized Signature and Title — Date

AGREEMENT NO. 79-426

AMENDMENT TO CONTRACT BETWEEN THE
BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

FILED

DEC 28 1979

PETER McNAMEE, Clerk
By Deborah Cooke-Ferrand
DEPUTY

The Board of Administration, Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of above public agency, hereinafter referred to as Public Agency, having entered into a contract under date of November 5, 1959, effective January 1, 1960, and as amended effective January 1, 1961, February 1, 1964, January 1, 1971, November 1, 1973, December 1, 1975, January 1, 1977, and June 21, 1978, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective June 21, 1978, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous and age 55 for local safety members, except those local safety members continuing under provisions of this contract prior to this amendment in 1971.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except such as by express provisions thereof apply only on the election of contracting agencies.

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. County Peace Officers (herein referred to as local safety members);

   b. Employees other than local safety members (herein referred to as local miscellaneous members).

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

PERSONS HIRED ON OR ATER NOVEMBER 1, 1972 WHO ARE EMPLOYED ON A TEMPORARY AND/OR SEASONAL BASIS IF IT IS A CONDITION OF EMPLOYMENT AT THE TIME OF HIRE THAT SAID EMPLOYMENT NOT EXCEED SIX MONTHS.

4. The fraction of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21251.13 of said Retirement Law subject to the reduction provided therein for Federal Social Security (Modified 2% at age 60).

5. The fraction of final compensation to be provided for each year of credited prior and current service as a legal safety member shall be determined in accordance with Section 21252.5 for members who elected to stay on this formula effective January 1, 1971 (1-1/4% at age 60).

6. The fraction of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21252.1 subject to the reduction for Federal Social Security as provided in Section 21251.45 of said Retirement Law (Modified one-half pay at ag 55).

7. The following additional provisions of the Public Employees' Retirement Law which apply only upon election of a contracting agency shall apply to the Public Agency and its employees:

   a. Section 20952.5 (Age 50 voluntary retirement) for local safety members only.

   b. Section 20930.3 (Military service credit) as defined in Chapter 1437, Statutes of 1974.

   c. Section 21222.6 (Special 15% increase for certain local miscellaneous members).

   d. Section 20983.6 (Waiver of age 70 retirement) for local miscellaneous members only.

   e. Section 21222.85 (Special 3%-15% increase to pre-1-1-74 retirees).

   f. Section 21222.86 (Special 1%-7% increase to pre-7-1-74 retirees).

8. Public Agency, in accordance with Section 20740, Government Code, ceased to be an "employer" for purposes of Chapter 6 of the Public Employees' Retirement Law effective on December 1, 1975. Accumulated contributions of Public Agency as of the aforementioned date shall be fixed and determined as provided in Section 20759, Government Code, and accumulated contributions as of the aforementioned date and contributions thereafter made shall be held by the Board as provided in Section 20759, Government Code.

9. Public Agency shall contribute to said Retirement System as follows:

a. With respect to miscellaneous members, the agency shall contribute the following percentages of monthly salaries earned as miscellaneous members of said Retirement System:

(1) 1.136 percent until June 30, 2000 on account of the liability for prior service benefits.

(2) 11.012 percent on account of the liability for current service benefits.

b. With respect to local safety members, the agency shall contribute the following percentages of monthly salaries earned as local safety members of said Retirement System:

(1) 1.204 percent until June 30, 2001 on account of the liability for prior service benefits.

(2) 10.144 percent on account of the liability for current service benefits.

c. A reasonable amount per annum, as fixed by the Board to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

d. A reasonable amount as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within thirty days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances, or adjustments on account of errors in contributions required of any employee may be made by direct cash payments between the employee and the Board. Payments by Public Agency to Board may be made in the form of warrants, bank checks, bank drafts, certified checks, money orders or cash.

B. This amendment shall be attached to said contract and shall be effective on the 2nd day of December, 1979.

Witness our hands the 26th day of November, 1979.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
Carl J. Ringer, Executive Officer

BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

BY _____
Presiding Officer

Approved as to form:

_____
Tan Aceituno, PERS Legal Office

Attest:
PETER McNAMEE, Clerk

BY _____
Deputy

PERS CON-702

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

FILED
OCT 24 1979
PETER McNAMEE, Clerk
By [illegible] Deputy

(11)

AGREEMENT NO. 79-427

AGREEMENT FOR DEFENSE OF INDIGENT PERSONS IN CONFLICT OF INTEREST CASES

This agreement, made and entered into this 23rd day of October, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and J. Toney, Glenn Lipskey, and Jeanne Trivellini, (hereinafter referred to as "ATTORNEYS"),

W I T N E S S E T H:

WHEREAS, persons charged with the commission of a crime have a right to be represented by counsel; and

WHEREAS, Section 987 of the Penal Code provides that a defendant, if he desires counsel and is unable to employ counsel, will be assigned counsel by the court; and

WHEREAS, Section 987.2(a) of the Penal Code provides that in a case where the court finds that because of a conflict of interest the public defender has properly refused to represent the person accused, the court shall assign private counsel who shall receive a reasonable sum for compensation and necessary expenses; and

WHEREAS, Section 987.2(b) of the Penal Code provides that the sum provided for in 987.2(a) of the Penal Code may be determined by contract; and

WHEREAS, the courts have the statutory responsibility to ensure the representation of indigent persons by competent and reasonably compensated counsel; and

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8275

WHEREAS, it is in the interest of efficiency that COUNTY employ private counsel to render the usual customary legal services of the public defender when said public defender is unable to provide representation because of conflicts of interest.

NOW, THEREFORE, for and in consideration of the reciprocal covenants hereinafter contained and provided, it is agreed as follows:

1. LEGAL STAFF. ATTORNEYS agree to provide, at their own expense, necessary and adequate legal staff to provide adequate legal defense to any defendant to whom the court assigns private counsel. Such assignments shall be limited to those defendants who the public defender would normally represent, but who he has properly refused to represent because of conflict of interest. Said staff shall consist of such attorneys, investigators, interpreters, clerks, and any and all secretarial services as are necessary fully to discharge in a professional manner all obligations herein assumed by ATTORNEYS. ATTORNEYS represent and warrant that at all times their personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services for indigents.

2. NATURE OF SERVICES. Subject to the provisions of Paragraph 13, the services to be provided by ATTORNEYS shall cover all criminal defense matters and other matters before the Municipal and Superior Court in Yolo County for which the Public

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Defender is or may be appointed by law as of the date of the execution of this Agreement, including, but not necessarily limited to juvenile, misdemeanor, major and minor felony cases and conservatorships, appeals to the Appellate Department of the Superior Court, habeas corpus and other extraordinary writ proceedings. In all cases where the Court has ordered venue changed from Yolo County, services and costs will not be included within this contract after the order changing venue. Services and costs prior to the order changing venue will be included. ATTORNEYS shall also be responsible for financial screening of clients as directed by the courts and COUNTY.

3. AVAILABILITY. ATTORNEYS shall be available to clients at such reasonable times and places so that clients who reside outside of the area of the ATTORNEYS office will not have to travel unreasonable distances and create an undue hardship on clients. ATTORNEYS shall maintain a principal office or offices within Yolo County at the sole expense of ATTORNEYS which shall be open at reasonable times so as not to create an undue hardship on clients.

4. INDEPENDENT CONTRACTORS. ATTORNEYS shall be deemed to be independent contractors and under no circumstances shall they, or their employees, agents and servants be deemed to be employees, servants, or agents of the County of Yolo. ATTORNEYS shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and Social Security. ATTORNEYS agree to indemnify and hold COUNTY

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harmless from any liability which it may incur to the federal or state government as a consequence of this contract.

5. MANAGING ATTORNEY. ATTORNEYS shall designate in writing a managing attorney who shall be authorized to speak and act for ATTORNEYS with respect to this contract and its performance.

6. ATTORNEY LIST. Before any attorney other than those shown in Attachment A appears or represents a client on an evidentiary matter, prior approval of the COUNTY is required and COUNTY may require submission of a brief biographical sketch setting forth the attorney's professional qualifications and experience. ATTORNEYS reserve the right to hire, at their sole expense, qualified attorneys as needed to handle routine matters not including the taking of evidence.

7. MONTHLY REPORTS. ATTORNEYS shall provide COUNTY with a monthly report on cases handled. The report shall include a listing of each case, by case or matter number, under appropriate crime classifications, and indicate the time spent by ATTORNEYS on each case. In addition, monthly reports shall contain such statistics as are required to be kept by the County Administrative Officer.

8. LIABILITY. ATTORNEYS shall indemnify and hold harmless the COUNTY, its officers and employees from any and all claims, demands, actions, liability or loss which may arise or be incurred as a result of any and all referrals, assignments, appointments, and other activities engaged in by ATTORNEYS in the performance of this contract including but not limited to

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determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(6) Deny any person an opportunity to participate in any program or activity as an employee.

(7) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:

(a) subjecting individuals to discrimination.

(b) perpetuating the results of past discriminatory practices.

(c) defeating or substantially impairing accomplishment of objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex, age, handicap and religion.

(8) Make a selection of sites or locations for facilities operated pursuant to this agreement which has the effect of:

(a) Excluding individuals from such facilities.

(b) Denying the individuals the benefits of such facilities.

(c) Subjecting individuals using the facilities to discrimination.

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malpractice.

9. INSURANCE. During the term of any contract with the COUNTY, the ATTORNEYS will at all times maintain at their expense the following:

(a) Workers' Compensation liability insurance;

(b) Comprehensive general liability insurance naming COUNTY, its Board of Supervisors, officers and employees as additional insured. Comprehensive general liability insurance would not be less than ONE-HUNDRED-THOUSAND DOLLARS ($100,000) per person and THREE-HUNDRED-THOUSAND DOLLARS ($300,000) per accident, for bodily injury, and TWENTY-FIVE THOUSAND DOLLARS ($25,000) for property damage.

In addition, participating ATTORNEYS shall obtain and maintain, in the minimum amount of ONE-HUNDRED-THOUSAND DOLLARS ($100,000) per claim and THREE-HUNDRED-THOUSAND DOLLARS ($300,000) aggregate, a policy of insurance covering errors and omissions.

ATTORNEYS guarantee COUNTY at least ten (10) days written notice prior to cancellation or change of terms of any insurance required by this contract.

10. FILES AND RECORDS. ATTORNEYS shall maintain in their possession for at least ten (10) years following completion of the case all files and records. ATTORNEYS time records shall be kept showing case or matter numbers to which they pertain and

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they shall be available for inspection by COUNTY or the courts at all reasonable times.

11. COMPENSATION. COUNTY shall pay ATTORNEYS for above services rendered the sum of $45,000.00 for the year beginning November 1, 1979, and terminating October 31, 1980. Said compensation shall be paid by the Auditor-Controller in twelve (12) equal payments of $3,750.00, with the first payment beginning November 31, 1979, and subsequent payments on the last day of the month for services rendered during each month thereafter until termination of contract. Nothing in this paragraph shall be construed to preclude the Court from providing compensation over and above the contract payments pursuant to Sections 730, 731, 732, 750, 751, 752, 753 of the California Evidence Code pertaining to expert witnesses and interpreters and Section 987.9 of the California Penal Code pertaining to payment of investigators and experts in capital cases.

12. TERM. The term of this agreement shall be one (1) year beginning November 1, 1979, and terminating October 31, 1980. ATTORNEYS agrees to handle, to completion, all cases assigned to ATTORNEYS during the term of this agreement. A case shall be deemed completed when it has proceeded to judgment in the trial court and through the filing of any notice of appeal deemed requisite by ATTORNEYS.

13. CONFLICTS. It is acknowledged by COUNTY that in cases involving more than two defendants, ATTORNEYS may not be available to represent all defendants because of Canons of Profess-

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ional Ethics relating to conflicts of interest, and in such event, ATTORNEYS are required to provide services for only the defendant or defendants which ATTORNEYS may properly represent under the said Canons of Professional Ethics.

14. NON DISCRIMINATION:

a. ATTORNEYS agree to comply with Title VI and VII of the Civil Rights Act of 1964, with Section 122(a) of the Revenue Sharing Act, with 31 CFR Sections 51.50 to 51.62 and with the Constitution and applicable laws of the State of California.

b. ATTORNEYS agree and warrant that they will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

(1) Deny any service or other benefits provided subject to this agreement.

(2) Provide any service or other benefit which is different, or provided in a different form from that provided to others.

(3) Subject any person to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit.

(4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(5) Treat any individual differently from others in

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF YOLO, a political subdivision of the State of California

by: Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

OCT 24 1979

ATTEST:

PETER McNAMEE, CLERK

BY Pete E. Lucas
Deputy

(SEAL)

J. Toney
J. TONEY

Glenn Lipskey
GLENN LIPSKEY

Jeanne Trivellini
JEANNE TRIVELLINI

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

ATTORNEYS PROVIDING SERVICES UNDER CONTRACT

GLENN LIPSKEY

J. TONEY

JEANNE TRIVELLINI

DWIGHT SAMUEL

GILBERT ROQUE

FILED
OCT 31 1979
PETER J. McNAMARA, Clerk
By [illegible] DEPUTY

AGREEMENT NO. 79-428

(Agreement amending Agreement No. 79-255 to change from reimbursement to advance)

THIS AGREEMENT, made and entered into this 30th day of October, 1979, by and between the COUNTY OF YOLO, a politcal subdivision of the State of California, hereinafter referred to as COUNTY, and SUICIDE PREVENTION OF YOLO COUNTY, a private non-profit association, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY and PROVIDER are contractually bound by Agreement No. 79-255, which by its terms calls for reimbursement of cost.
2. PROVIDER is a small association almost totally dependent on COUNTY funding.
3. PROVIDER finds itself unable to finance its costs pending COUNTY reimbursement.
4. COUNTY and PROVIDER, therefore, wish to amend agreement No. 79-255 to change the payment basis from monthly reimbursement to advance.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY's promises contained in hereinafter recited agreements, agree:

1. Paragraph 11 "B", page 5, line 17-21 of Agreement No. 79-255 is amended to read :

   B. Advancement of cost based on PROVIDER's projection of following month's costs shall be made by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY, designating services rendered and PROVIDER costs during the preceeding month. Claim will be adjusted proportionately downward by MENTAL HEALTH to reflect any CLIENTS not approved by MENTAL HEALTH.

2. All other provisions of Agreement No. 79-255, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Oct. 31, 1979

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

SUICIDE PREVENTION OF YOLO COUNTY

BY _____

MENTAL HEALTH SERVICES

BY _____
Captane P. Thomson, M.D.
Director

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY _____
DEPUTY COUNTY COUNSEL

FILED

NOV 9 - 1979

PETER McNAMEE, Clerk
By Debra Cerdy Kirkland
DEPUTY

AGREEMENT NO. 79-429

(Amendment to Agreement to Provide Space for County's Radio and Microwave Equipment)

THIS AGREEMENT made and entered into this 30th day of October, 1979, by and between YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a governmental entity, hereinafter called DISTRICT, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY.

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into Agreement No. 70-273 and No. 75-171 to provide space for COUNTY'S radio equipment: and

WHEREAS, the parties hereto desire to extend the terms and conditions of said Agreement:

WHEREAS, the parties hereto desire to enter into an Agreement to provide DISTRICT'S microwave station and microwave frequency channels to the COUNTY at Bald Mountain and Woodland stations:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. COUNTY shall pay to DISTRICT an annual rent of ONE THOUSAND FOUR HUNDRED ($1,400) DOLLARS payable semi-annually in installments of SEVEN HUNDRED ($700) DOLLARS on December 31st and June 30th of each year during the terms of this lease. In addition, COUNTY shall pay to DISTRICT the sum of EIGHTY-FIVE ($85) DOLLARS annually for each rack space occupied, payable semi-annually.

2. COUNTY shall pay to DISTRICT an annual rent of SIX HUNDRED ($600) DOLLARS for each microwave channel used, payable semi-annually.

3. The term of this lease shall commence on January 1st, 1979, and shall terminate on March 31st, 1984: provided, however, either party may terminate this agreement at any time by giving written notice to the other party of such termination three (3) months in advance of the effective date of such termination. In the event this agreement shall be terminated for any reason prior to the expiration of any semi-annual period for which rental has been paid, DISTRICT shall refund to COUNTY such proportional part of said semi-annual rental as has been paid in advance by COUNTY.

4. In all other respects, the terms and conditions of Agreement No. 75-171 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

YOLO COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

BY _____
ACTING-CHAIRMAN, BOARD OF DIRECTORS

ATTEST:
BY _____
SECRETARY

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN, BOARD OF SUPERVISORS

Oct. 31,1979

ATTEST: PETER McNAMEE, Clerk

BY _____ Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

P800K

FILED

NOV 30 1979

PETER McNAMEE, Clerk
By Deborah Ferguson
Deputy

County of Yolo
Local Agency
Date 8-22-79
Supplement No. 10
To Local Agency-State
Agreement No. 03-5922
PMS-0005(55)
03-Yol-0-CR

AGREEMENT NO. 79-430

PROGRAM

OF

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

IN THE

COUNTY OF YOLO
Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on 7-19-79, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~City~~/County Resolution No. 79-109 approved by the ~~City~~ ~~Council~~/County Board of Supervisors on July 31, 1979 (See copy attached).

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

Accounting Officer 8-28-79

Chapter	Statutes	Item	Fiscal Year	Program Code	Category	Fund Source	
359	1979	1690(D)	1979-80	HES	220	AF500	$26,000.00

County of Yolo
Local Agency

By [signature]
Title
Chairman, Board of Supervisors, County of Yolo

Attest: PETER McNAMEE
Clerk
By [signature] Deputy
OCT 31 1979

Approved for State

[signature]
District Director of Transportation

11-17-79
Date

District 03
Department of Transportation

APPROVED TO FORM

[signature] SD
County Counsel of Yolo County

Form DH-OLA-431 (Rev. 3/78)

EXHIBIT B

PROGRAM

OF

LOCAL AGENCY FEDERAL SAFETY IMPROVEMENT PROJECTS

03-Yol-0-CR

Date: August 22, 1979

PROGRAM SUPPLEMENT NO.: 10
TO MASTER AGREEMENT NO. 03-5922

Local Agency: County of Yolo

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds*
		CONSTRUCTION		
	In the County of Yolo at various locations on the Federal-Aid on and off Systems	$33,947	$33,947	NONE
PMS-000S(55)	Place pavement markers and pavement markings to conform to 1978 MUTCD and State of California Standards by County Force Account	MAINTENANCE $ 2,053	$ 2,053	NONE
	TOTAL	$36,000	$36,000	NONE

Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1. The ~~City~~ County will act as the Administrator for the project. 2. Initial pavement marking work is to be completed by June 1, 1980. 3. In agreeing to construct this project on a force account basis, the Local Agency agrees the payment of Federal Funds will be limited to the detail estimate amount approved by the Federal Highway Administration in the Federal-Aid Project Agreement (PR-2), or its modification (PR-2A), and accepts any increases in Local Agency contribution. 4. The ~~City~~ County agrees to maintain the completed work during the two year evaluation period.

DH-OLA 431

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Bk.

MODIFICATION FORM

RECEIVED NOV 1 4 1979
RECEIVED NOV 2 7 1979

REQUEST FOR PROGRAM MODIFICATION | DATE 10-24-79 | AGREEMENT NO. 79-397

Title: VI PSE Regular | Modification Number 001 | Contract Number 79-397

Program: Davis Joint Unified School District

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $3,633 [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To modify the existing contract to:

1. Reclassify the position of Deliveryperson to Deliveryperson Trainee in order to meet the average wage requirements;

2. Expand the District's request from one (1) to two (2) positions.

FILED
NOV 27 1979
PETER McNAMEE, Clerk
By Deputy

MODIFICATION

The modification establishes a new position listing for two (2) Deliveryperson Trainees and establishes a new amount that is an increase of $3,633.

$17,181
New grand total and fixed price

Signature of program operator

11/26/79
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC NA [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

OCT 30 1979
Date

OCT 15 1979
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. 79-397

[ ] ORGINAL [X] REVISION NO. 1

DATE October 24, 1979

Subgrantee Name and Address:
Davis Joint Unified School District
23 Russell Boulevard
Davis, California 95616

Contact Person: Katie Johnson
Phone 756-0464
Period: From 10-15-79 To 9-30-80
Program Name: Title VI PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						747			747
NOV.						1494			1494
DEC.						1494			1494
JAN.						1494			1494
FEB.						1494			1494
MAR.						1494			1494
APR.						1494			1494
MAY						1494			1494
JUNE						1494			1494
JULY						1494			1494
AUG.						1494			1494
SEPT.						1494			1494
TOTAL						17,181			17,181

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			647	100				747
NOV.			1294	200				1494
DEC.			1294	200				1494
JAN.			1294	200				1494
FEB.			1294	200				1494
MAR.			1294	200				1494
APR.			1294	200				1494
MAY			1294	200				1494
JUNE			1294	200				1494
JULY			1294	200				1494
AUG.			1294	200				1494
SEPT.			1294	200				1494
TOTAL			14,881	2,300				17,181

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Robert L. Trigg, Superintendent
Name and Title of Authorized Official

Robert L. Trigg
Signature

For CETA Approval Only:

Jack A. Gray
Fiscal Officer — Date 10-24-79

Laura L. Chapman
CETA Director — Date 10-25-79

YC 106 (10-79)

POSITION LISTING

TITLE VI

DAVIS JOINT UNIFIED SCHOOL DISTRICT

	Position	10/15/79 to 09/30/80 Salary	Benefits	Total
2	Delivery Persons-Trainee @ $647/100	$14,881	$2,300	$17,181

FILED

NOV - 7 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-432

(Agreement for Use of Real Property for Yolo County Disaster Exercise)

This Agreement, made and entered into this 6th day of November, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and GEORGE AOKI FARMS, INC.

W I T N E S S E T H:

1. GEORGE AOKI FARMS, INC., hereby permits COUNTY to use its real property, located at the Southwest corner of County Road 98 and State Highway 16, for the purpose of conducting a County disaster exercise on November 17, 1979.

   Permission to use the property extends to and includes any time necessary, prior to and following the actual exercise, to set up and clear the premises.

2. COUNTY agrees to indemnify, defend, and hold GEORGE AOKI FARMS, INC. harmless from any and all claims, losses, or liability arising out of or based on the conduct of COUNTY, its officers, agents, or employees, in the staging of the disaster exercise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6th day of November, 1979.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsey C. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
11-7-79

GEORGE AOKI FARMS, INC.

BY _____

/ / / / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

PETER McNAMEE, CLERK

BY _____
CLERK

(SEAL)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

NOV 7 1979

PETER MENAULE, Clerk

By [illegible] DEPUTY

AGREEMENT NO. 79-433

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT, made and entered into this 6th day of November, 1979 by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Christian Christopher Larsen, M.D., a duly licensed physician, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein and COUNTY to compensate for said services under the terms and conditions setforth below.

1. Description of Services: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Director or his designee(s).
2. Services have been performed in contemplation of the execution of this agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of Agreement No. 3.
3. Payment;

a. COUNTY will compensate PROVIDER for said services at the rate of TWENTY-FIVE DOLLARS ($25.00) per hour.

b. The maximum payments from COUNTY to PROVIDER shall be a sum not to exceed THREE THOUSAND SEVEN HUNDRED DOLLARS ($3,700).

c. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Director of County Mental Health Services or his designee(s).

4. Relationship of Parties: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee ageny or contractor of PROVIDER an employee, agent or contractor of COUNTY for any purpose, nor shall be construed to be so. PROVIDER will be performing services normally performed by COUNTY employees.

5. Liability: COUNTY assumes all responsibility for services covered under the performance of this agreement. COUNTY does not assume responsibility or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability, or loss arising from intentional conduct of PROVIDER.

6. Community Service Systems Manual: PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual incorporated herein by reference.

7. Amendments: This writing, together with any Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute

the total agreement, whether by written or verbal understanding of the parties, the officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

8. Term: This agreement shall commence on execution , and terminate June 30, 1980. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intention.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of Californi

BY: R. A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISO
11-7-79

ATTEST:
PETER McNAMEE, CLERK

BY Peter E. Larson
DEPUTY

BY Christopher Larsen MD
Christopher Larsen, M.D.
Christian

MENTAL HEALTH SERVICES

BY C. R. Larson
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Robert A. Ledet
DEPUTY COUNTY COUNSEL

BK

County of
Local Agency Yolo
Date Oct. 9, 1979
Supplement No. 7(Revised)
To Local Agency-State
Agreement No. 03-5922
03-Yol-0-CR
RRP-F057(001)
15th St. @ SNR RR
Xing No. 8-91.4

Agreement No. 79-434

PROGRAM

OF

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

IN THE

FILED

JUN 19 1980

PETER McNAMEE, Clerk
By Deborah Dale Kirkland
DEPUTY

County of Yolo
Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on July 19, 1977, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~City~~/County Resolution No. 77-74 approved by the ~~City~~ ~~Council~~/County Board of Supervisors on July 19, 1977 (See copy attached).

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

Accounting Officer $16,550.00 10/6/79

Charter	Sig/Stat	Item	Fiscal Year	Program Code	Category	Fund Source	
559	4178	196(A)	1978-79	HC42	220	A-F500	$ 74,925.00
559	1979	169(A)	1979-80	HC42	220	A-F500	33,300.00
867	1178	15.8	1979-80	HC42	220	A-F500	108,225.00

County of Yolo
Local Agency

By Betty A. Marchuk
Title Chairman, Board of Supervisors.

Attest: PETER McNAMEE
Clerk
By Deputy

Approved for State

District Director of Transportation

11-19-79
Date

District 03
Department of Transportation

APPROVED TO FORM
BY
County Counsel of Yolo County

Form DH-OLA-431 (Rev. 3/78)

PROGRAM

OF

LOCAL AGENCY FEDERAL SAFETY IMPROVEMENT PROJECTS

EXHIBIT B

03-Yol-0-CR

Date:

PROGRAM SUPPLEMENT NO.: 7(Revised
TO MASTER AGREEMENT NO. 03-5922

Local Agency: County of Yolo

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds*
	In the County of Yolo on 15th St. at SNR RR Grade Crossing No. 8-91.4.			
RRP-F057(001)	Install No. 9 automatic gates to replace existing wigwags by Railroad Force Account.	$120,250	$108,225	151.3 Funds $8,325 County $3,700

Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1 The cost of maintenance of the crossing shall be as allocated by Public Utilities Commission. 2. All costs shown are estimates. The Final Total Project Cost will be determined by either the sum of Railroad Force's actual material, labor and overhead charges for construction, plus State's charge for construction inspection or the amount set forth as the State's maximum liability in the Service Contract between the State and the Railroad Company plus State's charge for construction inspection, whichever is less. Local Agency's share shall be 10% of the Final Total Project Cost. 3. See attached Special Covenant for use of 151.3 Funds.

DH-OLA 431

Date: October 9, 1979

Program Supplement No. 7 (Revised)

Local Agency: County of Yolo

SPECIAL COVENANT for use of Item 151.3 Funds

Funds required to match Federal Highway Funds in the project will be provided by the State as authorized by Item 151.3 of the Budget Act of 1978 and allocated by the California Transportation Commission.

In the event Item 151.3 funds less than the amount shown are required as a result of a low bid, the excess will be returned to the county allocation.

In the event Item 151.3 funds greater than the amount shown are required as a result of a high bid, the required amount may be added subject to the availability of funds in the county allocation.

Item 151.3 funds in the project will be limited to the amount required to match the Federal funds shown in the Detail Estimate which is prepared when bids are opened.

After completion of the final cost accounting for a project, any unexpended Item 151.3 funds will revert to (1) the county allocation provided that the final cost accounting is completed before April 1, 1979; or (2) the statewide allocation provided that the final cost accounting is completed between April 1, 1979 and June 30, 1979; or (3) to the Item 151.3 appropriation provided that the final cost accounting is completed subsequent to June 30, 1979.

Bk.

COUNTY OF YOLO

Subgrant Signature Sheet

Title VII

Agreement/ Subgrant No. 79-435

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Marvin Landplane

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Marvin Landplane hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

DEC - 4 1979

PETER McNAMEE, Clerk

By _____ Deputy

Program :	Marvin Landplane Welding Training
Mailing Address :	535 North Road 101
City :	Woodland, CA 95695 Phone: 662-2871
Program Director:	Elaine Ernst

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on November 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is $130,674.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature: Glenn W. Lucas	By Signature: Betsy A. Marchand
Name and Title / Date: GLENN W. LUCAS 11/19/79	Name and Title / Date: BETSY A. MARCHAND, Chairman Yolo County Board of Supervisors 11-6-79

V. P.

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of November, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Marvin Landplane Company hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Marvin Landplane Company is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Program Narrative

(g) Subgrantee Contract Budget

(h) Enrollment and Termination Plan

(i) Special Conditions

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

2. Program

SUBGRANTEE shall in a manner satifactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin November 1, 1979, and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 130,674, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U. S. Department of Labor, including but not limited to 20 CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminshed by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make availabe its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the federal government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual."

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virture of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Termination of this SUBGRANT without cause is subject to the Special Conditions attached herein and incorporated into this SUBGRANT.

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8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Office or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

16. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

17. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

18. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

27. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding nondiscrimination.

28. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the federal government to enter into any Agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the federal government.

29. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insuror certifying to PRIME SPONSOR that all personnel of SUB-GRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-135.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Bob Schlaepfer

(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors

(Title of Authorized Officer)

Marvin Landplane Company

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

11/15 1979

(Date)

V. P.

(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
   a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
   a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

   f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).

   g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

   h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilties in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishements in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).

y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Marin Landplane
(Legal Name of SUBGRANTEE)

11/19 1979
(Date)

(Signature of Authorized Officer)

V. P.
(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Marin Landplane

Name of Subgrantee

V.P.

Authorized Signature

11/19/79

Date

MARVIN LANDPLANE

Welding Training Program

INTRODUCTION

Marvin Landplane, a local private company, will train welders in their business location, for employment throughout Yolo County. The company has explored various ways of doing this, including coordinating with the Regional Occupation Program and Adult Education. The compnay feels the best way to produce the type of welding program that will produce competent welding capabilities for this local market would be to initiate its own training program.

EXPECTED OUTCOME

Marvin Landplane proposes to train thirty (30) students per year with competencies in the following areas of welding:

1. Arc Welding
2. Oxyacetylene Welding
3. Pipe Welding

APPROXIMATE LENGTH OF PROGRAM

There would be ten (10) students per class; each class would run thirteen weeks, eight hours per day. The training schedule proposed is:

1. December 1, 1979 to February 28, 1980
2. March 1, 1980 to May 30, 1980
3. June 1, 1980 to August 31, 1980

CREDENTIALS OF INSTRUCTORS

The instructor(s) will be certified as having the Navy/Coast Guard Specifications and the Shop Teaching Credentials.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 F[illegible]t Street, Woodland, Californi[illegible]95695

CETA OPERATING BUDGET

TITLE: VII

CONTRACT NO. _____

[X] ORGINAL [ ] REVISION NO. _____ DATE _____

Subgrantee Name and Address:

Marvin Landplane
535 North Road 101
Woodland, CA 95695

Contact Person: Elaine Ernst
Phone (916) 662-2871
Period: From 11-1-79 To 9-30-80
Program Name: Welding

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	1,380	3,495							4,875
DEC.	1,380	13,044							14,424
JAN.	1,380	11,544							12,924
FEB.	1,380	13,044							14,424
MAR.	1,104	14,294							15,398
APR.	1,104	11,544							12,648
MAY	1,104	12,444							13,548
JUNE	552	14,294							14,846
JULY	552	11,544							12,096
AUG.	552	12,148							12,700
SEPT.	552	2,239							2,791
TOTAL	11,040	119,634							130,674

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	1,380				3,495			4,875
DEC.	1,380	7,164		135	5,745			14,424
JAN.	1,380	7,164		135	4,245			12,924
FEB.	1,380	7,164		135	5,745			14,424
MAR.	1,104	7,164		135	6,995			15,398
APR.	1,104	7,164		135	4,245			12,648
MAY	1,104	7,164		135	5,145			13,548
JUNE	552	7,164		135	6,995			14,846
JULY	552	7,164		135	4,245			12,096
AUG.	552	7,168		135	4,845			12,700
SEPT.	552				2,239			2,791
TOTAL	11,040	64,480		1,215	53,939			130,674

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Glenn W. Lucas V.P.
Name and Title of Authorized Official

Glenn W. Lucas
Signature

For CETA Approval Only:

Jack A Bacon — 10-29-79
Fiscal Officer — Date

Lawrence D. Stallcop — 11-9-79
CETA Director — Date

XC 106 (10-79)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Marvin Landrane

535 North Road 101

Woodland, CA 95695

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	11,040	-0-	1,380	1,380	1,380
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Ins.					
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	11,040	-0-	1,380	1,380	1,380

(ADMINISTRATION)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Marvin Landplane

535 North Road 101

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
1,380	1,104	1,104	1,104	552	552	552	552
1,380	1,104	1,104	1,104	552	552	552	552

SUBGRANTEE'S NAME AND ADDRESS

Marvin Landplane

535 North Road 101

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

CLASSROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES	64,480	-0-	-0-	7,164	7,164
Basic	64,480	-0-	-0-	7,164	7,164
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS	1,215			135	135
Workers' Comp. Insur.	1,215			135	135
TRAINING	50,939		3,495	5,745	4,245
Staff Salaries	20,349		1,850	1,850	1,850
Staff Fringe Benefits	4,340		395	395	395
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	14,000			1,556	1,556
Telephone					
Books & Educational Aids	3,750		1,250		
Tuition & Ent. Fees					
Rental - Equipment	4,000			444	444
Office Equipment					
Training Equipment	4,500			1,500	
Uncl. Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Spec. Prog. Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost	3,000				
OTAL - CLASSROOM TRAINING	119,634	-0-	3,495	13,044	11,544

C 104b (rev. 10/78)

(CLASSROOM TRAINING)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE NAME AND ADDRESS

Marvin Landplane
535 North Road 101
Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
7,164	7,164	7,164	7,164	7,164	7,164	7,168	
7,164	7,164	7,164	7,164	7,164	7,164	7,168	
135	135	135	135	135	135	135	
135	135	135	135	135	135	135	
4,245	6,995	4,245	4,245	6,995	4,245	4,245	2,239
1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,849
395	395	395	395	395	395	395	390
1,555	1,556	1,556	1,555	1,555	1,555	1,556	
	1,250			1,250			
445	444	444	445	445	445	444	
	1,500			1,500			
1,500			900			600	
13,044	14,294	11,544	12,444	14,294	11,544	12,148	2,239

C 104b (rev. 10/78)

SUBGRANTEE NAME AND ADDRESS

Marvin Landplane

535 North Road 101

Woodland, CA 95695

PHONE (916) 662-2871

YOLO COUNTY EMPLOYMETN AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From 11-1-79 To 9-30-80

Title VII

Contract No. _____

TRAINING EQUIPMENT

Qty.	Description	Usage	Unit Cost	Total
30	Safety and protective equipment (Helmont, gloves, etc.)	Each participant requires safety and protective equipment	150	4,500
	Total			4,500

Subgrantee's Name and Address

Marvin Landplane
535 North Road 101
Woodland, CA 95695

Phone (916) 662-2871

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Positions and Salaries Schedule

Period From 11-1-79 To 9-30-79

Contract No.

Title/Subtitle VII

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATIVE C				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Instructor	1,850	100	11	20,349	incl.	20,349		20,349	20,349				
TOTAL				20,349	incl.	20,349		20,349	20,349				

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title VII

Program: Marvin Landplane	[X] Original	[ ] Revision #
Fiscal Year: 1980	Date: 10-30-79	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments	--	0	0	10	10	10	20	20	20	30	30	30	30
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	40	0	0	4	4	4	8	8	8	12	12	12	12
B. Female	60	0	0	6	6	6	12	12	12	18	18	18	18
C. 19 and Under	10	0	0	1	1	1	2	2	2	3	3	3	3
D. 20 - 21	30	0	0	3	3	3	6	6	6	9	9	9	9
E. 22 - 44	50	0	0	5	5	5	10	10	10	15	15	15	15
F. 45 - 54	5	0	0	1	1	1	1	1	1	2	2	2	2
G. 55 and Over	5	0	0	0	0	0	1	1	1	1	1	1	1
H. White-not Hispanic	70	0	0	7	7	7	14	14	14	21	21	21	21
I. Black-not Hispanic	5	0	0	1	1	1	1	1	1	2	2	2	2
J. Hispanic	20	0	0	2	2	2	4	4	4	6	6	6	6
K. American Indian	0	0	0	0	0	0	0	0	0	0	0	0	0
L. Asian-Pacific Islander	5	0	0	0	0	0	1	1	1	1	1	1	1
III. Target Groups													
A.													
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

ENROLLMENT AND TERMINATION PLA

Monthly Schedule

Title VII

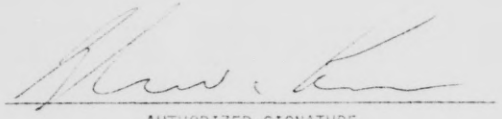
Program: Marvin Landplane	[X] Original	[ ] Revision #
Fiscal Year: 1980	Date 10-30-79	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	0	0	10	10	10	20	20	20	30	30	30	30
B. Total Enrollments by Month.....			10	0	0	10	0	0	10	0	0	0
1. New Enrollment.....			5	0	0	5	0	0	5	0	0	0
2. Title and Subpart Transfers....			5			5			5			
3. Carried Over Last Year.....	0											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	0	0	0	0	2	10	11	11	20	21	21	30
D. Total Terminations by Month.....	0	0	0	0	2	8	1	0	9	1	0	9
1. Entering Employment.....						7	0	0	7	0	0	7
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....						7	0	0	7	0	0	7
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	0	0	0	0	2	1	1	0	2	1	0	2
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	0	0	10	10	8	10	9	9	10	9	9	0

* Based upon a 70% standard positive outcome rate.

SPECIAL CONDITIONS

"Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated at the end of the first thirteen week training class, the SUBGRANTEE will receive fifty percent of the total projected administrative costs as shown in the Subgrant Contract Budget Summary for this SUBGRANT; and, payments for allowances, training costs, and services will be made on the basis of approved expenditure claims submitted for activities conducted up to the effective date of termination. If the SUBGRANT is terminated at the end of the second thirteen week training class, SUBGRANTEE will receive eighty percent of total projected administrative costs, with other costs being paid on the basis of approved expenditure claims. If the SUBGRANT is terminated within the first thirteen weeks, the SUBGRANTEE will be paid for all actual program training cost incurred, plus a daily proration of administrative funds, based on the SUBGRANTEE contract budget for administration for the first four (4) months of the contract, for the number of days the contract is in force, less payments of compensation previously made.



AUTHORIZED SIGNATURE

11/19/79

DATE

FILED

NOV 8 1979

PETER McNAMEE, Clerk
By [illegible]
DEPUTY

AGREEMENT NO. 79-436

(Contract for Juvenile Court Referee)

THIS AGREEMENT, made and entered into this 1st day of November, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and LEWIS F. SHEARER (hereinafter referred to as "REFEREE"),

W I T N E S S E T H:

1. RECITALS.

A. REFEREE is a duly qualified and licensed attorney in the State of California.

B. Pursuant to Government Code Section 31000, COUNTY desires to retain referee services as a part-time Juvenile Court Referee under the administrative direction of the Presiding Judge of the Juvenile Court.

2. AGREEMENTS.

A. IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, REFEREE agrees to provide services within the scope of his legal training as follows:

1) SERVICES:

a. To perform all duties of and responsibilities of Juvenile Court Referee under the direction of the Presiding Judge of the Juvenile Court.

b. To hear such cases as are assigned to him by the Presiding Judge of the Juvenile Court, with the same powers as the Judge of the

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

Juvenile Court.

c. To conduct jurisdiction, disposition, fitness, and financial responsibility hearings as required by law.

d. To instruct the parties and witnesses to juvenile actions as to their rights.

e. To hear the testimony of witnesses, rule on objections to evidence, determine factual and legal questions, and prepare findings and orders regarding the disposition of cases.

f. To appoint legal counsel for juveniles.

g. To make findings of fact and take custody of juveniles when it is of immediate necessity for the protection of the juvenile and to prescribe and order treatment programs for juveniles including foster home placement and commitment to county and state institutions.

h. To order and direct probation officers to supervise treatment programs when juveniles are declared wards of the court and to order medical, dental or other care, and to further authorize funds for such treatment programs.

2) EXTENT OF SERVICES: REFEREE agrees to devote such time as is required to perform all duties required by this contract or assigned by the Presiding Judge of the Juvenile Court pursuant to this

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

contract. REFEREE may engage in personal practice of law so long as that practice does not conflict with the duties of the Juvenile Court Referee.

B. IN CONSIDERATION OF THE COVENANTS OF REFEREE herein, COUNTY agrees to pay REFEREE monthly at an annual rate of EIGHTEEN-THOUSAND ($18,000) DOLLARS.

C. IT IS MUTUALLY AGREED AS FOLLOWS:

1) This agreement shall commence on November 1, 1979, and shall continue at the pleasure of the Presiding Judge of the Juvenile Court.

2) In performance of the work, duties and obligations devolving upon him under this agreement, REFEREE is at all times acting and performing as an independent contractor practicing his profession of Juvenile Court Referee. COUNTY shall not have nor exercise any control or direction over the methods by which REFEREE shall perform his work and functions except that REFEREE does, by this agreement, agree to perform his work and functions at all times in strict accordance with the currently approved methods and practices of his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner. REFEREE shall be solely liable and responsible to pay all required taxes

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COUNTY OF YOLO
P.O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8275

and other obligations, including but not limited to, withholding, income taxes, retirement or social security. REFEREE agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Government as a consequence of this agreement.

3) In the event the duties and powers of a Juvenile Court Referee are hereafter materially affected by statute or court decision, COUNTY may terminate this agreement or modify the compensation.

4) Except as set forth above, no alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

APPROVED:

Presiding Judge of the Juvenile Court

COUNTY OF YOLO, a political subdivision of the State of California

By: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

By: Deputy

(SEAL)

LEWIS F. SHEARER
JUVENILE COURT REFEREE

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2 REV. 11-71

APPROVED BY THE ATTORNEY GENERAL

Yolo County
Agreement No. 79-437

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1 day of August, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Deputy Director	Department of Health Services	79-75727

hereinafter called the State, and

Yolo County Health Department

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall, in accordance with the WIC Program Manual, published by the State Department of Health Services:

   A. Operate the Special Supplemental Food Program for Women, Infants, and Children hereinafter referred to as "WIC".

   B. Enroll only those persons determined eligible for Program benefits.

   C. Ensure performance of medical and nutritional assessments on WIC applicants.

   D. Document each participant's eligibility on the Certificate of WIC Eligibility Form provided by the State.

   E. Provide a complete orientation for WIC participants including instruction in proper use of WIC food vouchers and information on rights and obligations under the program.

FILED
JAN 16 1980
PETER McNAMEE, Clerk
By Deputy
DEPUTY

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Health Department
BY (AUTHORIZED SIGNATURE): Ron Klusman	BY (AUTHORIZED SIGNATURE): Betsy A. Marchand
TITLE: Chief, Program Support Branch — Ron Klusman, Chief, Contract Management Section, for	TITLE: Chairman, Board of Supervisors, County of Yolo
	ADDRESS: 10 Cottonwood Street, Woodland, CA 95695

CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY

POLICY | PURSUANT

Department of General Services
APPROVED
JAN 4 1980
BY
Ass't. Chief Counsel

AMOUNT ENCUMBERED: $32,853	APPROPRIATION: Health & Safety Code	Section 109	FUND: Public Health Federal Funds
UNENCUMBERED BALANCE: $	ITEM	CHAPTER	STATUTES / FISCAL YEAR: 1979-80
AMOUNT ENCUMBERED BY THIS AGREEMENT: $	FUNCTION: Local Agency Administrative Costs and Operating Expenses		
ALL PRIOR ENCUMBRANCES: $	OBJECT ITEM ALLOTMENT: 9991 - 5601	412201	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: Esther Morrell — DATE: 11-28-79

I hereby certify that my consideration for exemption set forth in State Administrative Manual Section [illegible] has been complied with and that this document is exempt from review by the Department of Finance.

SIGNATURE AND TITLE OF HEAD OF THE AGENCY: Ron Klusman — DATE: 11/29/79

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

F. Provide WIC Program food vouchers and nutrition education services to eligible persons residing in Yolo County.

G. Encourage receipt of health care by WIC participants.

H. Maintain and have available for program review and audit, all records pertaining to financial operations, food voucher receipt and issuance, equipment purchases and inventory, eligibility certifications, nutrition education, civil rights, and fair hearings, and any other program related matters.

I. Submit required reports to the State on a timely basis. The State reserves the right to assess a 1.5 percent penalty to the monthly claim for reimbursement for failure to adhere to specified time schedules.

J. Assume liability for food vouchers during the interval between Contractor's receipt from the printer and issuance to eligible WIC participants. The State reserves the right to assess the local agency up to the cost to the State of vouchers redeemed by ineligible persons.

K. Submit to the State, prior to release, copies of the proposed publicity pertaining to the WIC Program; the State reserves the right to modify or withdraw said publicity.

L. Maintain a written record of contacts with local food vendors, including information requests, reported abuses of food vouchers, etc.

M. Follow-up reported voucher abuses by vendors and/or refer such reported abuses to the State WIC Program Regional Office for follow-up.

N. Neither deny nor threaten to deny services to participants on any basis other than those defined in the WIC Program Manual.

O. Release to the State the right to use any materials developed by the Local Agency using WIC funds.

P. Submit to the State by the date prescribed by the State a plan for providing nutrition education to eligible persons; the State reserves the right to withhold up to 20% of funds payable under this agreement for failure to submit a nutrition education plan.

2. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities as detailed in regulations signed by the Secretary of HEW effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

3. Contractor ensures that no conflict of interest exists between itself or person(s) in Contractor's employ and food vendor(s) within the Contractor's jurisdiction.

4. Contractor agrees upon notification of termination of contract to cooperate in any and all efforts to refer participants to other WIC agencies in order to maintain continuity of participation in the WIC Program.

5. The period of this contract shall be from October 1, 1979 through September 30, 1980.

6. This contract may be cancelled by either party by giving 30 days written notice to the other party.

7. The attached Exhibit A(F), entitled "Additional Provisions", is made a part hereof by this reference.

8. The Contractor shall abide by all applicable provisions of current State law which apply to the program operations.

9. The State shall provide direct assistance by issuing food vouchers to the Contractor for distribution to 550 participants monthly. Contractor will be notified in writing by the State of periodic adjustments in caseload and shall adhere to any changes made in maximum caseload.

10. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor monthly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered, and stating the contract number, for actual expenditures in accordance with the budget (attached hereto and shown as Exhibit 'B'), to: Department of Health Services, WIC Supplemental Food Section, 714 'P' Street, Room 355, Sacramento, CA 95814. The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed $2,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line item(s) to be reduced in order to increase the excess item(s) and provided further that the State reserves the right to deny any such claim for an excess reimbursment on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount payable specified in Paragraph 10 of this agreement.

11. The total amount of this contract shall not exceed $ 32,853 .

12. Budget: See attached Exhibit 'B'.

13. The attached Exhibit 'C' is made a part hereof by this reference.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance – provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *"Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of *(Name of Vendor or Subcontractor)* related to this *(purchase order) or (subcontract)."*

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding $1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) **Examination of Records**

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health Services. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) **Officials Not to Benefit**

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

EXHIBIT NO. A 1

INSTRUCTIONS

Please complete this report in triplicate, return the original and one copy with your WIC Invoice requesting reimbursement for the item to: WIC Program, 714 P Street, Room 355, Sacramento, California 95814.

The third copy should be retained by you for your records. For information - Telephone: (916) 322-5277.

Upon receipt of the report listing non-expendable equipment that has been acquired, the Department of Health Services will forward to you identification decals which are to be affixed to the equipment by you or your staff.

IDENTIFICATION OF NON-EXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

Tables, desks, and similar articles	Place tag on upper left-hand corner of the front of the left leg or pedestal just under the top.
Chairs	Place tag at center of the rear edge of the seat.
One piece files or cabinets	Place tag on the upper left-hand corner of the front of the frame.
Upholstered furniture	Place tag on the side of an exposed leg.

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

State of California --Health and Welfare Agency

Department of Health Services

EXHIBIT NO. A 1
EXPENDABLE AND NON-EXPENDABLE EQUIPMENT
ACQUIRED UNDER CONTRACT

1. List each item of expendable and non expendable equipment having a unit value of $150 or more and a life expectancy of two years or more.

DATE: _____

CONTRACT NUMBER: 79-75727

NAME OF CONTRACTOR: Yolo County Health Depart.

NAME OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE: _____

CONTRACTOR'S PHONE NO.: _____

CONTRACT EQUIPMENT ALLOTMENT FROM BUDGET EXHIBIT: _____

CONTRACTOR'S ADDRESS: _____

PURCHASE ORDER OR DOCUMENT NO.	QUANTITY	DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity)	STATE I.D. TAG NO.	SERIAL NUMBER	COST PER UNIT	DATE RECEIVED

HAS 1203 (9/77)

State of California—Health and Welfare Agency

Department of Health Services

EXHIBIT 'B'

CALIFORNIA WIC PROGRAM – PROJECT BUDGET

Contractor Name: Yolo County Health Department

Contract Number: 79-75727

Contract Period: 10/1/79 - 9/30/80

A. Personal Services

Position	Employee	Hours or % Time	Salary Rate	Total Per Position	Budget Item Total
Health Aide	M. Thomas	100%	$ 906/mo.	$10,872	
Health Aide	-	50%	$906/mo./9 mos.	4,077	
Health Department Administrator	-	10.59%	2,080/mo.	2,643	
Nutritionist/Dietitian	-	658.3 hrs	12/hr.	7,900	

Total Salaries and Wages $25,492

B. Operating Expenses — Fringe Benefits 5,278

Travel: 125 miles/wk. @ 19¢/mile Passenger fare and per diem to State approved workshops	$ 1,325
Postage	120
Office Supplies	180
Equipment: 4-drawer file cabinet	98
Nutrition Education Supplies	240
Printing & Duplicating	120

BUDGET TOTAL $32,853

FM 159 (7/78)

EXHIBIT 'C'

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

Prior to October 1, 1979 Language

(1) It is mutually understood between the parties that this contract may have been written and executed prior to October 1, 1979 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after October 1, 1979.

(2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Department of Agriculture for the fiscal year 1979-80 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this contract in any manner.

(3) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

FILED

NOV 21 1979

PETER McNAMEE, Clerk

By Debra Cleland Kirkland Deputy

AGREEMENT NO. 79-438

(Agreement to provide Engineering Advice to the County of Yolo on water matters.)

THIS AGREEMENT made and entered into this 13th day of November, 1979, by and between the County of Yolo, political subdivision in the State of California hereinafter referred to as 'County" and Frederiksen, Kamine and Associates, Inc., a corporation, hereinafter referred to as "Consultant";

WITNESSETH:

WHEREAS, County is in need of engineering advise on water matters including, but not limited to water resources, acquisition, treatment and distribution of both agricultural and municipal waters, ground water, and future water planning, and

WHEREAS, the Consultant is professionally involved in such water matters, and

WHEREAS, the Consultant desires to provide such advise and consulting engineering services,

NOW, THEREFORE, the County and the Consultant agree as follows:

A. The consultant will provide engineering advise to the Yolo County Board of Supervisors, the Director of Public Works, and the County's Water Resources Board on water matters, including the following:

1. Matters pertaining to the water resources of Yolo County, both present and future.

2. Matters outside the boundaries of the County which may have a bearing upon the County of Yolo's water resources.

B. The Consultant is to represent as requested by the Board of Supervisors, the County in such matters before the appropriate State and Federal Agencies.

///

///

C. Public presentation and/or presentation of policy matter on behalf of the County shall be made only with prior approval of the Board of Supervisors.

D. Any Special Studies and/or Reports, other than to accomplish the provisions of paragraph A above, which may be required, are not a part of this Agreement and shall not be undertaken without additional authorization.

E. The Consultant shall attend meetings of the Water Resources Board, the Water Resources Task Force, the Technical Aggregate Committee, and shall make reports to the Board of Supervisors where appropriate, but in no case less than every three (3) months.

F. For the services required herein the County shall pay to the Consultant a flat fee of $500 per month payable at the end of each month or as soon thereafter as practical. It is anticipated that Consultant will put in an average of ten (10) hours per month to accomplish the intent of this contract. Consultant shall keep an accounting of actual hours needed to accomplish the provision herein to provide for future establishment of appropriate fees.

G. The term of this Agreement shall begin July 1, 1979, and shall be in effect for one year. This Agreement shall automatically renew for another year if neither part notifies the other in writing of intent to terminate thirty (30) days prior to actual termination.

H. Notwithstanding the provisions of paragraph G above, this Agreement may be terminated by mutual consent by both parties. In addition either party may terminate this Agreement with ninety (90) days written notice to the other party.

I. Consultant shall exercise all care and judgment consistent with good practice in the performance of its work under this Agreement. In addition Consultant shall indemnify and hold the County harmless from any claim,

liabilities, cost and expense as a result of any injury to persons or property resulting from the performance by Consultant of this Agreement.

J. This Agreement shall not be considered as giving exclusive authority to Consultant for performing all services pertaining to the intent of this Agreement. County may perform or have performed, any phase, or portion of any phase, of the various professional services outlined in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, A Political Subdivision of the State of California.

By Bates C. Mayhard
Chairman of the Board of Supervisors
of Yolo County, California 11-15-79

CONSULTANT

Frederiksen, Kamine, and Associates, Inc.,

By Ichashi I Kamine

ATTEST:

PETER McNAMEE, Clerk

By Rose Mayhard, Deputy

APPROVED AS TO FORM:

E.D.

County Counsel, Yolo County

BK

FILED

DEC 6 - 1979

PETER McNAMEE, Clerk

By Debra Orlupfield

Deputy

AGREEMENT No. 79-439

DEPARTMENT: Community Development Department

PROJECT : Aggregate Technical Advisory Committee consultation on water issues.

THIS AGREEMENT made and entered into this 13th day of November, 1979, by and between the County of Yolo, a political subdivision in the State of California, hereinafter referred to as "County" and Fredericksen, Kamine and Associates, Inc., licensed Architects/Engineers in the State of California, hereinafter called "Consultant";

W I T N E S S E T H:

WHEREAS, County will be considering eight applications for mining and reclamation on Cache Creek; and

WHEREAS, it is necessary that Consultant services be obtained for the identification and analysis of water issues related to gravel mining, specifically including the review of the mining applications and for related or incidental work thereto;

NOW, THEREFORE, the County and the Consultant agree as follows;

I. GENERAL:

County employs Consultant to advise the Board of Supervisors

of the County and its Officers and Agents in regard to the said project and perform professional services as hereinafter provided in this agreement with respect to the proposed project.

II. BASIC SERVICES:

Consultant shall furnish and perform, in a manner satisfactory to County, the following professional services:

A. Review each application for gravel mining and reclamation so as to identify and enable analysis of water-related issues to be accomplished in the following phases:

1. Consult with the Aggregate T.A.C. in identifying the particular water-related issues raised by the particular applications.

2. Discuss those issues with sufficient specificity to enable qualitative judgments to be drawn and/or to identify specific policy issues to be determined by the Board of Supervisors.

B. At the discretion of the Aggregate T.A.C., to investigate and discuss any water-related issues relative to the implementation of the Mining and Reclamation Ordinances.

C. Will prepare written reports where necessary and make oral presentations to the Planning Commission and the Board of Supervisors at the instruction of Aggregate T.A.C.

III. CONSULTANT'S FEE, SERVICES & EXPENSES:

A. For "basic services" as described in Article II, the fee shall be the sum computed in accordance with the Rate

Schedule attached hereto as "Exhibit A" (and by reference made a part hereof).

B. The maximum compensation payable by County to the Consultant under the terms of this agreement shall not exceed the amount of Thirty-Five Thousand Dollars ($35,000).

IV. METHOD OF PAYMENT:

The compensation provided for in Paragraph III-A shall be paid to Consultant upon the following basis:

A. At the end of a calendar month during which the Consultant shall submit to the Community Development Department a detailed statement setting forth the services rendered and the costs therefore, computed by reference to the rate schedule attached as "Schedule A."

B. Said statements shall be reviewed by the Aggregate Technical Advisory Committee and, if appropriate, certified as being reasonable charges for the services rendered.

C. After approval by the Aggregate Technical Advisory Committee, the Community Development Director shall submit a claim to the County Auditor - Controller for payment of said statement.

V. TERM:

The term of this agreement shall be one (1) year commencing on the date of execution unless sooner terminated pursuant to Paragraph VI of this agreement.

VI. TERMINATION OF AGREEMENT:

County or Consultant may cancel or suspend work under this agreement upon thirty (30) days written notice to the other party, or immediately after submission to County by Consultant of any completed item of service specified in Article II. Consultant shall immediately cease all work under this Agreement in the event of cancellation or suspension. Compensation will be made to the Consultant for authorized services completed by the effective date of termination pursuant to Paragraph III of this Agreement.

VII. NONDISCRIMINATION IN EMPLOYMENT:

County and Consultant agree that no discrimination shall be made in the employment of persons because of the race, color, sex, religion or national origin of such person.

VIII. CONSULTANT'S RESPONSIBILITY:

Consultant shall exercise all of the care and judgment consistent with good practices in the performance of its work under this Agreement. In addition, Consultant shall indemnify and hold the County harmless from any claims, liabilities, costs and expense as a result of any injury to persons or property resulting from the performance by Consultant of the Agreement.

IX. AUTHORITY OF COUNTY:

This Agreement shall not be considered as giving exclusive authority to Consultant for performing any services relating to the subject matter of this agreement.

X. NOTICES:

All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Consultant at its respective address as follows:

CONSULTANT: Frederiksen, Kamine & Assoc.
1900 Point West Way, #270
Sacramento, CA 95815

COUNTY : Board of Supervisors
Yolo County Courthouse
725 Court Street
P.O. Box 1098
Woodland, California
95695

XI: INDEPENDENT CONTRACTOR STATUS:

Parties agree and acknowledge that consultant is, and shall be construed to be, an independent contractor, and not an employee of the County for all purposes related to the services performed under this agreement. Consultant to maintain in full force and effect a policy or policies of worker's compensation insurance coverage to fully protect all employees of consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, A Political Subdivision of the State of California

BY Betsy C. Marshall
Chairman of the Board of Supervisors, of Yolo County, California

11-15-79

ATTEST:
PETER J. McNAMEE, CLERK

By Ricki Marshall
Deputy

CONSULTANT

By _____

APPROVED AS TO FORM:

_____, Sen Dep
County Counsel, Yolo County

SCHEDULE A
Schedule of Charges
(Effective through February 29, 1980)

Professional Services	Daily Rate*
Corperate Review	$400
Senior Level	$325
Intermediate Level	$200 to $250
Junior Level	$145 to $175
Specialist	$330 to $500

TECHNICAL SERVICES	
Technician	$ 80 to $135
Draft Persons	$115 to $175

*Rates include salaries, overhead, benefits & fee
The fee is at 10%

(Taken from the Water Consultant Proposal to the Board of Supervisors submitted on May 31, 1979)

Book

FILED

NOV 27 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-440

(Agreement Correcting and Amending Land Use Contract)

THIS AGREEMENT dated this 20th day of November, 1979, by and between the County of Yolo (hereinafter referred to as COUNTY), and Frank Dettling and Steve Dettling (hereinafter referred to as DETTLING), and Margaret H. Dettling, Trustee (hereinafter referred to as TRUSTEE),

W I T N E S S E T H:

RECITALS:

1. COUNTY heretofore adopted Yolo County Resolution Number 70-6, a resolution enlarging an agricultural preserve so as to include territory including that described as follows:

> The E½ of the SW¼ of Section 17, and the NW¼ of Section 20, T11N, R2E, M.D.B.&M., excepting therefrom the westerly 250 feet of the north 450 feet of Section 20, T11N, R2E, M.D.B.&M.

2. COUNTY thereafter adopted Resolution No. 70-7 authorizing the execution of land use contacts on behalf of the County as to territory including that described above.

3. Pursuant to Resolution No. 70-6 and 70-7, COUNTY and Frank Dettling, Steve Dettling, and Ed Dettling entered into a land use contract, Agreement No. 70-35, whereby the parties agreed that the subject property was to be bound by the terms and conditions set forth in said Resolution No. 70-6 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within the preserve and subject to contract. Said contract was recorded in the office of the Recorder of the County of Yolo on February 2, 1970, in Book 934 of Official Records at page 482, Yolo County

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

Records.

4. The description of the real property bound by Agreement No. 70-35 and referred to in Resolution Nos. 70-6 and 70-7 was in error in that the exclusion of 250 feet was described as the westerly portion of the property whereas in fact the parties intended the exclusion to be all of the easterly portion of the property. The exclusion was intended to exclude property upon which is located a rice dryer and which is not proper for inclusion in an agricultural preserve or subjection to a land use contract. In fact that rice dryer is located on the easterly 250 feet and not on the westerly 250 feet of the property in question.

5. TRUSTEE has become successor in interest to Ed Dettling.

6. DETTLING and TRUSTEE have caused to be recorded Parcel Map Number 2892 in Parcel Map Book 5 at page 1, Parcel 1 as set forth on that parcel map sets forth the parcel of property containing the rice dryer and which the parties originally intended to exclude from the land use contract and agricultural preserve.

7. The parties desire to amend the provision of said land use contract so as to set forth the proper intended description of the parcel of the property to be bound thereby and to set and acknowledge that TRUSTEE is successor in interest to Ed Dettling.

AGREEMENTS:

1. Exhibit A of Yolo County Agreement Number 70-35, land use contract, is hereby amended to read as follows:

> "Exhibit A. Frank Dettling, Steve Dettling, and Margaret H. Dettling, Trustee. Assessor's Parcel Numbers 19-531-11 and 19-531-29. A portion of the Northwest Quarter of Section 20, and the East half of the Southwest Quarter of Section 17, T.11N., R.2E., M.D.M., and being

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TEL. NO. (916) 666-8275

more particularly described as follows.

Being all of Parcel 2 as same appears on that map recorded in Parcel Map Book 5, at page 1. Yolo County Records.

2. TRUSTEE as successor in interest of Ed Dettling, hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said land use contract number 70-35.

3. All notices to be given to owner under said land use contract shall be given by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as follows:

Frank Dettling and Steve Dettling P. O.Box 366 Knights Landing, CA 95645	Margaret H. Dettling, Trustee 6933 13th Street Sacramento, CA

4. In all other respects the provisions of Agreement No. 70-35 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy C. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Peter E. Lucas
DEPUTY

(SEAL)

/ / / / /

/ / / / /

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

Frank Dettling
FRANK DETTLING

Steve Dettling
STEVE DETTLING

Margaret H Dettling 10/27/79
MARGARET H. DETTLING, Trustee

State of California
County of Sacramento } SS.

On this the 27th day of October 19 79, before me,

the undersigned Notary Public, personally appeared

** Margaret H. Dettling**

known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
NANCY M. GREENE
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My comm. expires SEP 6, 1981

Nancy M Greene

GENERAL ACKNOWLEDGEMENT FORM

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

STATE OF CALIFORNIA)

COUNTY OF YOLO)

On this October 26th, 1979, before me, the undersigned a Notary Public in and for the said county and state, personally appeared STEVEN DETTLING known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

Dated: this 26th day of October, 1979.

JUDY L. KENDALL
Notary Public
YOLO COUNTY — CALIFORNIA
My Commission Expires July 27, 1980

Judy L. Kendall
NOTARY PUBLIC
Judy L. Kendall

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STATE OF CALIFORNIA)

COUNTY OF YOLO)

On this October 26th, 1979, before me, the undersigned a Notary Public in and for the said county and state, personally appeared FRANK DETTLING known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

Dated: this 26th day of October, 1979.

JUDY L. KENDALL
Notary Public
YOLO COUNTY — CALIFORNIA
My Commission Expires July 27, 1980

Judy L. Kendall

NOTARY PUBLIC
Judy L. Kendall

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TEL. NO.: (916) 666-8211

STATE OF CALIFORNIA)

COUNTY OF YOLO)

On November 20, 1979, before me, the undersigned County Clerk of the County of Yolo, personally appeared BETSY A. MARCHAND, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

PETER McNAMEE, COUNTY CLERK

By Pete E. Judson Deputy

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

NOV 20 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-441

(For Certain Family Crisis Counseling Services)

THIS AGREEMENT, made and entered into this 20th day of November, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo Family Service Agency, a private non-profit corporation, hereinafter referred to as FAMILY SERVICE.

W I T N E S S E T H:

RECITALS:

1. COUNTY has been allocated special funding by the State Department of Mental Health to develop, implement and operate a Community Residential Treatment System, hereinafter referred to as the SYSTEM.
2. COUNTY's responsibilities with respect to the SYSTEM and the funds allocated to it are carried out by COUNTY's Health Systems Agency, Mental Health Division, hereinafter referred to as AGENCY.
3. Contemplated client service oriented elements of the SYSTEM include, but are not limited to: a Crisis Unit, a Long-Term Residential Treatment Center, Satellite House Facility Maintenance, a Socialization Center, a Rehabilitation Restaurant, and a Transitional Employment Program.
4. It is anticipated that implementation of the contemplated elements of the SYSTEM will be gradual; and their placement with contractors is not at the time of execution of this Agreement entirely decided.
5. COUNTY is prepared, at the time of execution of this Agreement, to contract for certain family crisis counseling services hereinbelow described. FAMILY SERVICE is prepared to undertake the obligation to provide said services.
6. FAMILY SERVICE and COUNTY, therefore, wish to enter into a contract for the herein described family counselling services.

AGREEMENTS: COUNTY, in consideration of FAMILY SERVICE's promises contained in

hereinafter recited agreements, and FAMILY SERVICE, in consideration of COUNTY's promises contained in hereinafter recited agreements, agree:

1. FAMILY SERVICE'S SERVICE OBLIGATIONS:

A. In accordance with applicable State Department of Mental Health Bates Act requirements, attached as Exhibit "A" and incorporated herein by reference thereto, provide to clients of the SYSTEM, upon the written referral of AGENCY or Yolo Community Care Continuum, the following listed services:

1. FAMILY CRISIS COUNSELLING: and

2. CASE CONSULTATION AND INFORMATION EXCHANGE: Participating in the treatment planning process under the leadership of AGENCY's herein designated representatives at times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

It is expressly understood that Yolo Community Care Continuum is a 3rd party beneficiary of FAMILY SERVICE's services hereunder.

B. FAMILY SERVICE will submit a monthly statistical report in the format specified by COUNTY's herein designated representatives.

C. FAMILY SERVICE will designate a representative or representatives for administrative and clinical matters within one week of execution of this Agreement, and so notify COUNTY's herein designated representatives in writing.

D. FAMILY SERVICE will develop and institute an Equal Employment Opportunity Program Plan designed to ensure that staff of FAMILY SERVICE reflect to the maximum extent feasible, at all levels, the cultural, linguistic,

ethnic, sexual and other social characteristics of the communities FAMILY SERVICE serves. FAMILY SERVICE will submit a copy of the Plan to COUNTY's herein designated representatives within 90 days of the execution of this Agreement.

E. FAMILY SERVICE will insure that its admissions policies will be in writing, and available to the public. Said admissions policies will state that patients or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry.

F. FAMILY SERVICE will send to COUNTY's herein designated representatives within 2 weeks of the execution of this Agreement a list of capacity, classification and qualifications of persons who will provide the herein contemplated services.

2. AGENCY'S SERVICE OBLIGATIONS:

A. UTILIZATION REVIEW: Evaluate FAMILY SERVICE's contribution to the SYSTEM's operation in accordance with the requirements and criteria promulgated from time to time by the State Department of Mental Health.

B. CASE MANAGEMENT: Provide case management services.

C. CLINICAL SERVICES:

1. Accept referrals from FAMILY SERVICE for the purposes of EVALUATION, DIAGNOSIS, PRESCRIPTION, and/or TREATMENT services. PERFORM said evaluations, diagnosis, prescription and/or treatment services;

2. Coordinate and identify TREATMENT PLANS for clients of the SYSTEM;

3. Provide CRISIS INTERVENTION and PSYCHIATRIC consultation and

backup SERVICES.

D. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

A. Responsibility for this Agreement lies with AGENCY's Director of Mental Health.

B. Director of Mental Health may designate operational representatives from time to time in writing to FAMILY SERVICE to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

A. FAMILY SERVICE may assign, but not sub-contract, its responsibilities on the advance written authorization of COUNTY's herein designated representative. Said authorization shall not unreasonably be withheld.

B. It is expressly understood by FAMILY SERVICE that a grant of permission to assign by the AGENCY is not a release of FAMILY SERVICE from accountability for any of the obligations and conditions set out in this Agreement.

5. RECORDS:

A. FAMILY SERVICE shall for the later of four (4) years or the resolution of outstanding audit findings, maintain and retain records of services rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this Agreement.

B. FAMILY SERVICE shall make said records available for audit by COUNTY or

State auditors upon the request of AGENCY's designated representatives. Said request will provide at least one full working day's notice of the impending audit. STATE, AGENCY or COUNTY shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records of FAMILY SERVICE which pertain to services performed and determination of amounts payable hereunder.

C. FAMILY SERVICE agrees to hold COUNTY harmless from any claim of liability, including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon Chapter 9 of the Community Services Systems Manual. This shall include, but is not limited to: (1) any order that COUNTY pay to any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent payments any amount of money, as a result of FAMILY SERVICE's actual or alleged violation or non-conformance with any regulations or administrative rulings promulgated pursuant thereto, or with any Federal, State or local law, regulation or ordinance made applicable thereby.

FAMILY SERVICE agrees that it has read and understands Chapter 9 of the Community Services Systems Manual and will comply with the requirements contained therein.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that FAMILY SERVICE is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. FAMILY SERVICE shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. FAMILY SERVICE agrees to indemnify and hold COUNTY harmless from any liability

which it may incur to the Federal or State governments as a result of this contract.

7. LIABILITY:

A. FAMILY SERVICE agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from FAMILY SERVICE's performance under this Agreement.

B. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, FAMILY SERVICE shall purchase and maintain for the duration of this Agreement, Public and Malpractice liability insurance in the amount of at least $300,000/300,000 specifically naming COUNTY as an insured party thereto for all purposes.

8. EQUAL OPPORTUNITY IN EMPLOYMENT: FAMILY SERVICE will not employ discriminatory practices and will take affirmative action to provide equal opportunity in employment of personnel, assignment of accommodations, or in any other respect on the basis of race, handicap, color, sex, religion, national origin or ancestry, other than those benign, non-adverse, forms of discrimination collectively known in common parlance as "Affirmative Action," as sanctioned and authorized by State and Federal statute and regulation and court decision.

9. COMPLIANCE WITH CODE: FAMILY SERVICE agrees to comply with all applicable provisions of the Community Services Systems Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations' Section 2-5150 regarding confidentiality of patient information.

10. PAYMENT:

A. Within a reasonable time from FAMILY SERVICE's submission of an invoice

which attaches the statistical report described hereinabove in Agreement 1 (B), details work performed in the preceeding month and claims the amount due for the month, and upon the acceptance of the Director of Mental Health Services of the statistical report as complete and reflective of the satisfactory progress of FAMILY SERVICE toward its objectives, COUNTY will pay FAMILY SERVICE's prevailing rates for services rendered and reimbursement of training costs in accordance with FAMILY SERVICE's rate schedule, attached hereto as Exhibit "B" and incorporated herein by reference thereto.

B. The maximum total payment to FAMILY SERVICE under the terms of this Agreement will not exceed the lesser of the cost of operating the services which are the subject of this Agreement, or $13,732.00 DOLLARS. The accumulation of monthly payments made by COUNTY to FAMILY SERVICE will be reconciled to FAMILY SERVICE operating costs by FAMILY SERVICE by vehicle of a cost report to AGENCY within 90 days of the close of the COUNTY fiscal year. Any funds paid over cost will be returned by FAMILY SERVICE to COUNTY or credited against payments for any continuing relationship, at the election of COUNTY. Should allowable costs exceed payments made COUNTY will reimburse FAMILY SERVICE for those costs up to the total hereinabove recited maximum.

C. Where a herein recited report or claim is due from FAMILY SERVICE within a month, payment for that month is expressly conditioned on the acceptance by COUNTY's herein designated representative of FAMILY SERVICE's progress to be as agreed.

D. Approval of FAMILY SERVICE's records as audited to be accurate is a condition subsequent to COUNTY's obligation to pay the amount represented

by any exception taken by the auditors.

E. Submission of the Equal Employment Opportunity Plan hereinabove described is a condition precedent to COUNTY's obligation to pay the claim for the month in which the Plan is due.

F. COUNTY's excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent in any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

G. In the event of FAMILY SERVICE's bankruptcy or insolvency it is agreed that COUNTY in pressing claims pursuant to this Agreement will be recognized as a creditor of first priority.

11. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understanding of the parties, their offices, agents, or employees shall be valid unless in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

12. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States mail, postage prepaid and addressed to FAMILY SERVICE or COUNTY's herein designated representatives, as applicable, at the last known address of either.

13. TERM:

A. This Agreement shall commence upon execution and terminate June 30, 1980, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

B. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type FAMILY SERVICE renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty G. Mereland
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Pete E Lucas
DEPUTY

FAMILY SERVICE AGENCY

BY Shirley F. Pominger
PRESIDENT

MENTAL HEALTH SERVICES

BY C. P. Thomson
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth R. A. Stalf
DEPUTY COUNTY COUNSEL

To Otis Cobb

EXHIBIT "A"

Assembly Bill No. 3052

CHAPTER 1233

An act to add Chapter 5 (commencing with Section 5450) to Part 1 of Division 5 of the Welfare and Institutions Code, relating to mental health, and making an appropriation therefor.

[Approved by Governor September 26, 1978. Filed with Secretary of State September 27, 1978.]

LEGISLATIVE COUNSEL'S DIGEST

AB 3052, Bates. Mental health: community residential treatment system.

Existing statutes do not provide for a community mental health residential treatment system.

This bill would express various legislative findings and declarations and intents.

This bill would authorize the counties to implement the community residential treatment system, as specified, with county allocations or, as new moneys become available, by applying for state funds. This bill would specify, for applicant counties, eligibility criteria, including facilities, staffing patterns, program, and coordination, as specified. This bill would require demonstrated preexisting satisfactory applicant capability in elements of crisis units and case management systems, as specified. This bill would specify as system program elements: short-term crisis residential programs, long-term residential treatment programs, transitional residential programs, semisupervised, independent, but structured living arrangements, noninstitutional rehabilitationally focused day treatment programs, and socialization centers. This bill would provide for coordination, evaluation, surveys, and licensing and related reports, and would require requesting counties to incorporate the approved system program into the county Short-Doyle program. The bill would require appointment of an advisory committee to screen applications.

This bill would appropriate $3,000,000 for the purposes of this act.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares that the current mental health system provides insufficient alternatives to institutionalization and hospitalization for those citizens entering that system, and further finds and declares that the need exists for a full system of alternatives to institutional settings which have as a focus the rehabilitation of clients of the mental health system, and further finds and declares that a full system of alternatives to institutionalization, with coordination in each county, is necessary to

provide a real alternative to institutionalization.

SEC. 2. Chapter 5 (commencing with Section 5450) is added to Part 1 of Division 5 of the Welfare and Institutions Code, to read:

CHAPTER 5. COMMUNITY RESIDENTIAL TREATMENT SYSTEM

5450. It is the intent of the Legislature to establish a statewide system of residential treatment programs which provide, in each county, a range of available services which will be alternatives to institutional care and are based on principles of residential, community-based treatment.

5450.1. It is further the intent of the Legislature that community residential mental health programs in the State of California be developed in accordance with the guidelines and principles set forth in this chapter. To this end, counties may implement the community residential treatment system described in this chapter either with available county allocations or, as new moneys become available, by applying for funds to the State Department of Mental Health.

5450.2. It is further the intent of the Legislature to provide guidelines for such a system to the applicants, while allowing each applicant the flexibility to design a system specific to the nature of the community and the needs of the clients.

5451. It is further the intent of the Legislature that the State Director of Mental Health, in allocating funds available for programs which serve as alternatives to institutionalization, follow the guidelines and principles developed in this legislation.

5453. The State Director of Mental Health shall use the following as criteria in determining the eligibility of each applicant:

(a) Facilities:

(1) Settings, whether residential or day, shall be as close to a normal home environment as possible without sacrificing client safety or care.

(2) Residential treatment centers shall be relatively small, preferably 15 beds or less, but in any case with the appearance of a noninstitutional setting.

(3) The individual elements of the system shall, where possible, be in separate facilities, and not part of one large facility attempting to serve an entire range of clients.

(b) Staffing patterns:

(1) Staffing patterns shall reflect, to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the community the facility serves.

(2) The programs shall be designed to use appropriate multidisciplinary professional consultation and staff to meet the specific diagnostic and treatment needs of the clients.

(3) Programs shall be encouraged to use paraprofessionals where appropriate.

(c) Programs:

(1) The programs shall, to the maximum extent feasible, be designed so as to reduce the dependence on psychiatric medications as a primary treatment tool.

(2) The programs shall have a rehabilitation focus which encourages the client to develop the skills to become self-sufficient and capable of increasing levels of independent functioning. Where appropriate, they shall include prevocational and vocational programs.

(3) The program shall encourage the participation of the clients in the daily operation of the setting in development of treatment and rehabilitation planning and evaluation.

(4) Participation in any element of the system shall not preclude the involvement of clients in individual therapy. Individual therapists of clients shall, where possible, be directly involved in the development and implementation of a treatment plan, including medication and day program decisions.

(d) Coordination:

The programs shall demonstrate specific linkages with one another, and with the general treatment and social service system, as a whole. These connections should not be limited to the mental health system, but should include, whenever possible, community resources utilized by the general population.

5454. The system shall be designed to coordinate with current elements of local agencies. Counties shall, in applying, demonstrate how they will coordinate their new system elements with in-place elements. The counties shall in particular demonstrate preexisting satisfactory capability in the following two elements: (1) a crisis unit for evaluation, diagnosis, and disposition planning for persons in psychiatric crisis; and (2) a case management system in which the case manager serves as a coordinator to assure the cooperative operation of the various elements of the system and to act as an active advocate for the clients in the system. The case manager shall assure that each client receives the appropriate type of service. The case manager shall meet regularly with clients, work closely with program staff and serve as an advocate. The case manager shall work directly with the client and the system to assure continuity of care between the service elements of the system. All case managers shall be under the direct supervision of a psychiatrist, psychologist or a social worker with a master's degree.

(b) Counties may apply for funds for these two elements as part of the application procedure for this system, if additional capability in these elements is necessary to the appropriate functioning of the system.

5458. The following shall be the program elements of the system. These shall be designed to provide, at every level, alternatives to institutional settings. Counties in applying for these funds shall show how each of these elements works with the current programs and in-place programs. Counties may apply for funds in the following

categories.

(a) A short-term crisis residential alternative to hospitalization for individuals experiencing an acute episode or situational crisis requiring temporary removal from their home environment. The program shall be available for admissions 24 hours a day, seven days a week. The primary focus of this element shall be on reduction of the crisis, stabilization, and a diagnostic assessment of the person's existing support system, including recommendations for referrals upon discharge.

The services in the program shall include, but not be limited to, provision for direct family work, connections to prevocational and vocational programs, development of a support system, including income and treatment referrals. This service shall be designed for persons who would otherwise be referred to an inpatient unit, either locally or in the state hospital. It shall be a 24-hour program, with an emphasis on stabilization and appropriate referral for further treatment or support services, or both.

(b) A long-term residential treatment program, with a full day treatment component as a part of the service, for persons who may require intensive support for as long as two or three years. This service shall be designed to provide a rehabilitation program for the so-called "chronic" patient who needs long-term support in order to develop independent living skills. The clients in this program will be those who would otherwise be living marginally in the community with little or no service support, and who would return many times to the hospital for treatment. It also will serve those who are referred to, and maintained in, state hospitals or nursing homes because they require long-term, intensive support. This program goes beyond maintenance to provide an active rehabilitation focus for these individuals.

The services shall include, but not be limited to, intensive diagnostic work, including learning disability assessment, full day treatment program with an active prevocational and vocational component, special education services, outreach to develop linkages with the general social service system, and counseling to aid clients in developing the skills to move toward a less structured setting.

(c) A transitional residential program designed for persons who are able to take part in programs in the general community, but who, without the support of counseling, as well as the therapeutic community, would be at risk of returning to the hospital. These programs may employ a variety of staffing patterns and are for persons who may be expected to move toward a more independent living setting within approximately three months to one year. The clients shall be expected to play a major role in the functioning of the household, and shall be encouraged to accept increasing levels of responsibility, both in the residential community, and in the community as a whole. Residents are required to be involved in daytime activities outside of the house which are relevant to their

personal goals and conducive to their achieving more self-sufficiency.

The services include, but are not limited to, counseling and ongoing assessment, development of support systems in the community, a day program which encourages interaction between clients and the community-at-large, and an activity program that encourages socialization and utilization of general community resources.

(d) A semisupervised, independent, but structured living arrangement for persons who do not need the intensive support of the other system elements, but, who, without some support and structure, are at risk to return to a condition requiring hospitalization. The individual apartments or houses are shared by three to five persons. The small cooperative housing units shall function as independent households with direct linkages to staff support in case of emergencies, as well as for regular assessment and evaluation meetings. Individuals may use satellite housing as a transition to independent living, or may remain in this setting indefinitely in order to avoid the need for more intensive settings.

This element is for persons who only need minimum support in order to live in the community. These individuals may require rent subsidy, as well as the backup of another system in order to remain in this setting. The satellite units should be as normative as the general living arrangements in the communities in which they are developed.

(e) In areas applying for a system where there is no day treatment program, or where the day treatment program is housed totally in a hospital, the county shall be encouraged to develop such a program, consistent with the principles and practices outlined above, in a noninstitutional setting and employing a rehabilitation focus. Where there are already existing services, efforts should be made to assure the capability of such day treatment services with the goals of the system elements. This may require the relocation of such services or the addition of staff.

(f) The socialization centers shall be designed to serve a broad range of clients, including those in the system elements, when appropriate, as well as persons living in the community, in general. This service is designed to provide regular daytime, evening, and weekend activities for persons who require long-term, structured support, but who do not receive such services in their living setting. Although the socialization center is meant to provide a maintenance support program for those individuals who only wish or require regular socialization opportunities, the programs should also provide the opportunity to develop the skills to move toward more independent functioning.

The services shall include, but not be limited to, outings, recreational activities, cultural events, linkages to community resources, as well as prevocational counseling, life skills training, and

other rehabilitation efforts. This program is for persons who would lose contact with a social or treatment system, or both, if left to their isolated living situation, or their ability to participate in activities for the "general public." With this level of support, persons would be able to lead full and active lives, with the opportunity to develop the skills to move toward independent living.

5459. The system programs shall be able to demonstrate the manner in which they will be coordinated with one another, as well as with the other treatment services in their area. The system shall be developed in such a way that clients may move within the continuum to the most appropriate, least restrictive level of service. The system shall also allow for direct referral of clients, without requiring that a person pass through the entire system to reach the most appropriate level.

5460. Each applying county shall demonstrate the manner in which the system will be evaluated, both as individual elements, and as a system. An adequate proportion of funds shall be applied to the development and implementation of an appropriate evaluation system for these programs. This evaluation shall include appropriate client outcome measures and program review of each element in the system. By December 31, 1980, the State Department of Mental Health shall conduct or contract for the evaluation. The evaluation report shall then be transmitted to the Legislature.

5461. In order to avoid duplication of services, as well as duplication of planning, the approved system programs shall show that they have been incorporated into the county Short-Doyle plan developed for the year the system is to be implemented. Grants for the system will be made to the counties, who shall, in turn, develop contracts for the service elements as outlined in the proposal.

5462. The Director of the Department of Mental Health shall establish an advisory committee to screen all system proposals and make recommendations as to approval. The advisory committee shall consist of at least nine members, 51 percent of whom shall be consumers. Of the provider members, at least two shall be representatives of the California Association of Social Rehabilitation Agencies. The members shall be appointed by the Director of Mental Health.

5463. All counties applying for a system grant shall include a survey of all existing residential treatment and day or socialization programs in the area served by the system. The survey shall indicate the manner in which the system elements will coordinate services with existing residential and day programs.

5464. Facilities funded pursuant to this section shall be licensed under existing licensing categories, including provisional licenses. The director shall review the appropriateness of these licensing categories. If the director determines that new licensing categories are necessary, he shall issue a report and recommendations to the Legislature.

SEC. 3. There is hereby appropriated from the General Fund to the Department of Mental Health the sum of three million dollars ($3,000,000) for expenditure for the programs established pursuant to Chapter 5 (commencing with Section 5450) of Part 1 of Division 5 of the Welfare and Institutions Code, as enacted by this act.

EXHIBIT "B"

YOLO FAMILY SERVICE AGENCY

MIDTOWN BUILDING SUITE 103
327 COLLEGE STREET

WOODLAND, CALIFORNIA 95695 – PH. 662-2211

RATE SCHEDULE

November 1, 1979

These rates, based on actual hours of client contact, will include required reporting, consultation with county staff, office expenses, and supportive services.

Individual or Couple Psychotherapy- (based on cost to Agency of providing the service)	$ 34.00 per hour
Family Therapy - (when co-therapists are used - families with four or more members)	$ 40.00 per hour
Groups -	$ 10.00 per hour per person

Staff Training - (salaries)	$ 5.92 - $ 11.00 per hour
Registration or training fees, if any.	
Transportation	$ .20 per mile

FAMILY SERVICE

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CAL. FORM A
STD. 2 REV. 11/72)

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SERV.
CONTROLLER

Yolo County
Agreement No. 79-442

THIS AGREEMENT, made and entered into this 1st day of September, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 822

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department, California State Office of Economic Opportunity	7901-0566

(hereinafter called the CSOEO or State and

Yolo County Economic Opportunity Council

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of CSOEO hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Amendment No. 1

That Agreement, pertaining to the Department of Energy Low-Income Weatherization Assistance Program entered into on July 15, 1979, is hereby amended, effective September 1, 1979, as follows:

1. Article 8 - The termination date of August 14, 1980 is changed to December 31, 1979.

2. Article 11.A.(2), second paragraph - Add the sentence, "This verification must be reflected in Section II.d. of the CSOEO Form #29P."

3. Article 11.A.(2), third paragraph - Delete the first word, "Additional", and capitalize "Documents".

BOOK

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Employment Development Department/ State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE) Betsey A. Marchand
TITLE Director - CSOEO	TITLE Chairperson, Board of Supervisors
	ADDRESS P.O.Box 1098 Yolo County Courthouse Woodland, California 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND
$			
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				
ADJ. INCREASE ENCUMBRANCE	PROJECT NO.		
$			
ADJ. DECREASE ENCUMBRANCE	AMENDMENT NO.		
$			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER — DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section [illegible] have been complied with and this document is exempt from review by the Department of General Services.

SIGNATURE OF AUTHORIZED REPRESENTATIVE — DATE

4. Article II.G. - Add the following language:

"In the event that CETA positions are not available in adequate numbers to achieve the goals, Contractor may request prior approval to utilize funds for the hiring of skilled working supervisors. The request must include documentation of the Contractor's efforts to secure CETA labor; the documentation must include at a minimum:

(1) Written evidence of requests to a prime sponsor for CETA slots (regardless of whether the request was funded or rejected.)

(2) An assessment of the personnel and slots needed in comparison to those on hand.

(3) Where CETA slots are (or were) available but could not be filled, an explanation of recruitment efforts.

(4) A comparison of homes weatherized per month with available personnel in comparison to the number to be weatherized per month with increased personnel.

Within budget constraints, Contractor may receive approval to add skilled working supervisors in such numbers as to achieve a ratio of no fewer than two CETA workers to one supervisor except that a one-to-one ratio during OUT will be permitted.

5. Article II.K.(1) - the figure $800 is changed to $1,000.

6. Article II.K.(1)(g) is revised to read: "Incidental repairs not to exceed $100 per dwelling, including repair materials for the building envelope necessary to make the installation of weatherization materials effective and including repairs to the heating source."

7. Article L.(1), third sentence is revised to read, "Allowable administrative expenses may include such items as audit; bookkeeping services; a prorated share of administrative salaries devoted to this project; office space, equipment, and supplies; telephone, etc."

8. Article L.(2) - delete

9. Article L.(3) - renumber as L.(2) and change the figure $240 to $440.

10. Article II.R., third paragraph, first sentence - before "delegate" insert "their".

11. Article II.R., third paragraph, second sentence - change "Prime" to "prime".

12. Add Article II.S. as follows:

(1) "Contractor shall request prior approval to utilize for-profit subcontractors in assisting in goal attainment. The necessary PRIOR approval shall be contingent upon receipt by CSOEO of the following documentation in addition to the documentation required in paragraph two of Article II.G.

Evidence of receipt by Contractor pursuant to a Request for Bids (RFB) of at least three written bids from local contractors, at a cost no greater than $1,000 per complete job as defined in (3) below.

The RFB shall define the specific kinds of services to be provided by the subcontractor. The services for a house or multifamily dwelling shall consist of:

(a) Attic insulation installation only ($700 maximum), consisting of (a) insulation to an R19 minimum, or greater, as the design temperature dictates; (b) baffling of eave vents or soffit openings; (c) shielding of recessed lights, fans, and junction boxes; (d) insulation of attic access doors; (e) shielding of chimneys and flues; (f) protection of knob and tube wiring with flexible insulation; (g) installation of gable vents if the attic is not vented; existing gable vents must be replaced or repositioned if there is evidence of leaking; and (h) installation of vapor barriers in areas with a design temperature of 25°F. or less; or

(b) Stopping of infiltration only ($300 maximum), consisting of (a) glazing; (b) reglazing; (c) installation of storm windows in areas experiencing 8,000 or more annual heating degree days (AHDD) and storm doors in areas experiencing 9,000 or more AHDD; (d) weatherstripping of doors and windows; (e) Caulking; and (f) minor repairs such as repair or replacement of door and window frames, thresholds, doors. $100 maximum of the $300 may be used for minor repairs of the building envelope including the roof; or

(c) Both insulation and the stopping of infiltration, as defined in (a) and (b) above.

Contractor agrees to complete the item not performed by the subcontractor, if needed, if only one step is contracted for.

(2) In the event that Contractor obtains CSOEO approval, as outlined above, to utilize for-profit contractors to weatherize mobile homes, the RFB process shall define the work to be performed. The work contracted for shall be performed in the following order of priority:

(a) Stopping of infiltration, as detailed in 11.S.(1)(b) above, as applicable.

(b) Installation of floor insulation.

(c) Installation of roof insulation.

(d) Installation of skirting.

(e) A complete job consisting of items (a), (b), (c), and (d) ($1,000 maximum).

Contractor agrees to complete any of the items (a), (b), (c) and (d) not contracted for, expending no more than the $1,000 maximum including subcontractor's cost.

(3) The RFB shall state that the materials used shall conform to the standards specified in Attachment C to the original agreement and should be the types of materials recommended in "a guide for home weatherization" by Dr. James E. O'Bannon, a copy of which shall be provided to Contractor.

(4) The subcontractor shall agree to provide individual billings for each dwelling worked on, providing a cost breakdown of materials and labor costs separately.

(5) The subcontractor shall agree to receive payment only after Contractor has inspected and approved the work performed. The subcontractor must agree to warrant materials and workmanship for 1 year after job completion.

(6) Contractor shall receive from the subcontractor a copy, or certification, of current liability and property damage insurance in the amount of at least $300,000. The policy shall carry a rider in which the carrier assures a prior 30-day notice to Contractor of cancellation or material change of policy terms.

(7) In the event that Contractor elects to utilize the services of a for-profit subcontractor, Contractor agrees to:

(a) Perform the eligibility certification function, completing the Client Intake Form no. 29P.

(b) Perform a pre-inspection, noting the findings on both the Weatherization Plan Worksheet (CSODD Form #P36) and the Building Weatherization Report (OMB No. 38-R0198).

(c) Complete and have signed a Weatherization Service Agreement (CSODD #37P) if the dwelling is a rental unit.

(d) Assure that the subcontractor follows the approaches to weatherization, including the energy conservation techniques, contained in either CSODD Bulletin No. 79-2 or Project Retro-Tech handbook.

(e) Perform a post-inspection of the work performed, completing the CSODD Form #P36 and the OMB No. 38-R0198.

(f) Continue to follow the filing and reporting requirements as set forth in Paragraph 11.P.

13. Add Article 11.T. as follows: Contractor shall only apply for reimbursement for those dwellings completely weatherized as defined in Article 11.S.(3).

14. Article 12.D. Right to Augment - Upon receipt of written request for additional funds accompanied by a modified performance goals and budget from Contractor, CSODD shall have the option to increase the amount of Contractor's funding.

15. Attachment A is replaced in its entirety by Attachment A marked Revised September 1, 1979, attached hereto and incorporated by reference.

16. Attachment D is replaced in its entirety by Attachment D marked Revised September 1, 1979, attached hereto and incorporated by reference.

17. All other terms and conditions shall remain the same.

Revised September 1, 1979

ATTACHMENT A

Budget

1.) Administrative Costs - $ 1,500

2.) Liability Insurance - $ 1,200

3.) Program Costs - $ 27,300

Up to $ 12,012 (not to exceed $440.00 - per dwelling unit) may be expended for transportation, tools and equipment, maintenance, and on-site supervision. However, if the funds are not utilized for these aforementioned categories, the funds may be expended in any other area under program costs, but none of this money shall be utilized under administrative costs.

TOTAL $ 30,000

FILED

DEC 4 - 1979

PETER McNAMEE, Clerk
By DEBRA CONLEY KIRKLAND
DEPUTY

Yolo County
Agreement No. 79-443

MASTER AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August, 1979, by and between the COUNTY OF ALAMEDA, hereinafter referred to as "County" and Yolo County, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, pursuant to Welfare and Institutions Code Section 900, the Board of Supervisors of each county is authorized to establish a maximum amount which the court may order a county to pay for the support and maintenance for wards or dependent children;

WHEREAS, the counties desire to retain a single consultant to assist, advise, and coordinate them in formulating proper rates for private and group homes or institutions for the placement of wards or dependent children;

WHEREAS, the purposes of this agreement are to facilitate the proper determination of rates for such homes, to promote uniformity of procedures relating to such rates, to facilitate the convenience and compliance of the operators of such homes in applying for rates or rate increases, and to avoid duplication of effort on the part of the counties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I

County shall retain an independent contractor, hereinafter referred to as ("Consultant") to provide to the parties hereto the services enumerated in Exhibit "A" attached hereto and incorporated herein.

II

County shall provide all necessary equipment, supplies and office space to Consultant.

III

The total funds expended by County under this agreement shall not exceed the funds budgeted according to Exhibit "B" attached hereto and incorporated herein.

IV

The parties hereto and additional counties signatory to an identical Agreement shall all share in said expenditures based upon the ratio of their respective populations to the total population of the participating counties as indicated on Exhibit "C" attached hereto and incorporated herein.

V

Contractor shall pay to County quarterly, in advance, their pro-rata share of the funds budgeted in Exhibit "B" upon receipt of invoice prepared by the Auditor of Alameda County. Subsequent adjustments in the amounts payable shall be made so that the respective counties pay no more than the actual cost of the program.

VI

No payment shall be made to Consultant unless and until the Chief Probation Officer of Alameda County reviews and approves the performance of the Consultant.

VII

The Consultant Agreement shall be substantially in the form of Exhibit "D" attached hereto and incorporated herein.

VIII

This agreement shall be incorporated into the Consultant Agreement as a limitation thereon.

IX

The term of this Agreement shall commence July 1, 1979 and shall terminate June 30, 1980.

X

This Agreement can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF ALAMEDA

By Valerie A. Raymond
Chairman of the Board of Supervisors
of the County of Alameda, State of
California

"County"

Yolo County

Bobby G. Marchand
Chairman, Board of Supervisors
County of Yolo, State of California.

"Contractor"

AFFIDAVIT

I, William Mehrwein, Clerk, Board of Supervisors, Alameda County, do hereby certify under penalty of perjury that a copy of the attached document has been delivered to the Chairman, Alameda County Board of Supervisors, as provided in Section 25103 of the Government Code.

WILLIAM MEHRWEIN, Clerk, Board of Supervisors

Dated: AUG 14 1979

EXHIBIT "A"

The Consultant shall:

1. Serve as the Coordinator between the contracting counties' placement activities and the private/group homes/institutions with regard to the budgeting and rate setting process.

2. Assist the counties in the design of the 1980-81 budget questionnaire.

3. Assist the counties in developing a budget submission and review timetable.

4. Prepare a cover letter regarding the budget process and guidelines, prepare timetable as well as questionnaire instructions in a packet to be mailed to the private vendors by the 15th of December.

5. Handle all telephone inquiries regarding No. 4, above.

6. Meet wherever necessary with the private vendors and/or county representatives regarding No. 4, above.

7. Review all budgets as they arrive. If budgets are incomplete, follow up with private vendors to ensure completeness. Review and verify math on the requests. Set up budget folders for each facility which would include current year request and all previous records regarding past years' requests.

8. Work with the Bay Area Placement Committee, the Probation Business Managers Association, and the Welfare Business Manager personnel to create review teams, establish review criteria, assign budgets to review teams, and schedule review team meetings. Monitor the review process ensuring that all teams are consistent in their reviews as well as meet their deadlines providing all necessary coordination and liaison to ensure successful conclusion of the negotiation process.

9. Schedule appeal hearings between vendor and appeal team.

10. Schedule appeals, if necessary, between vendors and the BAPC Joint Steering Committee.

11. Prepare final list of approved rates and distribute to all participating counties by June 15 of each year.

12. Notify all vendors in writing of agreed rate.

13. Monitor the Los Angeles institution rate setting process, meeting, if necessary, with Los Angeles personnel, and publish and distribute to all participating counties the Los Angeles rates for all programs within Los Angeles County.

14. On all brand new programs or existing programs which miss the deadlines scheduled in No. 4, schedule a separate review process similar to the process outlined above, which may not coincide with the date in No. 11, above.

EXHIBIT "A"

EXHIBIT "B"

BAPC Coordinator Budget

1979-80

PERSONNEL SERVICES		
Director	$ 12,341	
Administrative Assistant	9,640	
Secretary/Clerk	8,014	
Payroll Tax & Workers Compensation	1,959	
Total Personnel Services		$ 31,954
TRAVEL		
Meals	$ 1,035	
Meals, Parking, Lodging	465	
Total Travel		$ 1,500
SUPPLIES & OPERATING EXPENSE		
Office Supplies, Postage, etc.	$ 1,000	
Telephone & Telegraph	475	
Copier Rental	131	
Equipment Maintenance	40	
Printing	900	
Total Supplies & Operating Expense		$ 2,546
GRAND TOTAL		$ 36,000

EXHIBIT "C"

County	Population	Costs
Alameda	1,101,900	$5,220
Contra Costa	613,400	2,916
El Dorado	75,000	360
Fresno	477,700	2,268
Marin	222,900	1,044
Mendocino	63,900	324
Merced	125,400	612
Monterey	275,000	1,296
Napa	94,000	432
Sacramento	738,500	3,528
San Francisco	658,700	3,132
San Joaquin	313,700	1,476
San Mateo	585,100	2,772
Santa Clara	1,227,500	5,832
Santa Cruz	173,900	828
Stanislaus	247,400	1,188
Solano	208,300	972
Sonoma	271,600	1,296
Yolo	106,200	504
TOTAL	7,580,100	$36,000

EXHIBIT "D"

CONSULTANT AGREEMENT

1. Parties: Effective this _____ day of _____, 1979, the COUNTY OF ALAMEDA, hereinafter referred to as "County," and _____, hereinafter referred to as "Consultant," mutually agree as follows:

2. Purpose: The County requires, and the Consultant is specially trained and experienced and competent to perform for all participating counties, the consultant services enumerated in and in accordance with the Master Agreement attached hereto, marked Exhibit "A" and by this reference made a part hereof.

3. Services: The Consultant shall render these services at the times and places specified by the Chief Probation Officer of Alameda County.

4. Payment for Services: Consultant shall be paid for his services not more than the amounts allowed for personnel services and travel detailed in the budget of the Master Agreement.

Consultant shall submit to the Chief Probation Officer of Alameda County not less than monthly, a statement in a form approved by said Chief Probation Officer indicating in detail services performed under this Agreement and the dates and hours thereof.

Upon approval of said statement by the Chief Probation Officer of Alameda County, County shall pay Consultant the demand submitted.

5. Term: This Agreement commences on the date first above written and shall terminate June 30, 1980, and it may be cancelled by mutual consent or by either party giving five working days' advance written notice thereof to the other.

6. Status: The Consultant is an independent contractor and is not to be considered an employee of County or of the participating counties.

7. Indemnification: Consultant shall defend, save, indemnify and hold harmless the County, and participating counties, and their officers and employees from any and all liability for any damages arising from or connected with the services provided hereunder.

COUNTY OF ALAMEDA

By _____
Chairman of the Board of Supervisors
of the County of Alameda,
State of California

"County"

_____

"Consultant"

REEL IMAGE

August 14, 1979
Approved as to Form
RICHARD J. MOORE, County Counsel

By Deputy

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor , Seconded by Supervisor ,
and approved by the following vote,
Ayes: Supervisors
Noes: Supervisors
Excused or Absent: Supervisors

THE FOLLOWING RESOLUTION WAS ADOPTED: NUMBER 181109

EXECUTE MASTER AGREEMENT

BE IT RESOLVED that Valerie A. Raymond, Chairman of the Board of Supervisors of the County of Alameda, be and she is hereby authorized and directed to execute on behalf of the County of Alameda that certain Master Agreement by and between the County of Alameda and the following Contractor, providing for BAPC (Bay Area Placement Committee) consultant services, covering the period July 1, 1979 to June 30, 1980:

YOLO COUNTY

I CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA COUNTY, CALIFORNIA AUG 14 1979

ATTEST: AUG 14 1979
WILLIAM MEHRWEIN, CLERK OF
THE BOARD OF SUPERVISORS

BY: Nancy P. L. Conrad

Bk.

MODIFICATION FORM

EST FOR PROGRAM MODIFICATION 79-444 DATE 11-27-79

	Modification Number	Contract Number
e: III-HIRE II		
ram: Yolo County Superintendent of Schools	003	79-415

ges herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $ _____ [X] Decreased by $ 6,000

above number contract is to be modified as follows: (Attach support documents)

RAL INTENT

The Department of Labor has extended the obligational period for HIRE II funds to two years from the original start of the grant, and has allowed increased levels of administrative and services funding. In response to this, MOVE Project is: 1) moving funds out of old employer OJT contracts, 2) deobigating 6,000 of that amount back to the Prime Sponsor, and 3) redistributing the remaining funds into administration, services, and new OJT contracts.

FILED

DEC 7 - 1979

PETER McNAMEE, Clerk

By Debbie Mayberry Deputy

ICATION

1. The term of contract now runs from October 1, 1978 to May 30, 1980.
2. The attached operating budget and enrollment and termination summary supersede those currently in the contract.

Forrest L Honnold 79-12-05

Signature of program operator Date

$45,201

rand total and fixed price

mendation and/or comments by staff: [X] Approve [ ] Disapprove

mmendation of the MAPC N/A [ ] Approve [ ] Disapprove

N OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

By G. D. Richard NOV 28 1979

11-27-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE I OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 4 DATE November 16, 1979

Subgrantee Name and Address:

Yolo County Schools

313 Fourth Street, Suite #2

Woodland, California 95695

Contact Person Jesus M. Moreno

Phone 666-0925 Contract No.

Period: From 10-1-78 To 5-30-79

Program Name HIRE II

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.		2,306						2,306
NOV.		3,901						3,901
DEC.		5,501						5,501
JAN.		6,320						6,320
FEB.		7,919						7,919
MAR.		9,518						9,518
APR.		9,518						9,518
MAY		(34,566)						(34,566)
JUNE		6,783						6,783
JUDY		6,955						6,955
AUG.		6,955						6,955
SEPT.		6,955						6,955
TOTAL								

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	281				1,600	425	2,306
NOV.	281				3,200	420	3,901
DEC.	281				4,800	420	5,501
JAN.	282				5,618	420	6,320
FEB.	281				7,218	420	7,919
MAR.	281				8,817	420	9,518
APR.	281				8,817	420	9,518
MAY	(1,598)				(33,893)	925	(34,566)
JUNE	418				5,828	537	6,783
JULY	418				6,000	537	6,955
AUG.	418				6,000	537	6,955
SEPT.	418				6,000	537	6,955
TOTAL							

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Jesus M Moreno Director
Name and Title of Authorized Official

Jack A. Boyer 11-26-79
Accountant Date

Jesus M Moreno 11-19-79
Signature Date

Samuel L. Clayton Jr. 11-21-79
Principal Administrative Analyst Date

YC/108 (10-78)

[ ] ORIGINAL [X] REVISION NO. 4 DATE November 16, 1979 Page 2

Subgrantee Name and Address:
Yolo County Office of Education
313 Fourth Street, Suite #2
Woodland, California 95695

Contact Person
Phone 666-0925 Contract No.
Period: From 10-1-78 To 5-30-79
Program Name HIRE II

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.		4,388						4,388
NOV.		(25,081)						(25,081)
DEC.		3,747						3,747
JAN.		4,054						4,054
FEB.		5,158						5,158
MAR.		5,158						5,158
APR.		5,302						5,302
MAY		4,416						4,416
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL		45,207						45,207

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	418				3,433	537	4,388
NOV.	(1,741)				(21,796)	(1,544)	(25,081)
DEC.	1,010				1,613	1,124	3,747
JAN.	1,010				1,920	1,124	4,054
FEB.	1,010				3,024	1,124	5,158
MAR.	1,010				3,024	1,124	5,158
APR.	1,010				3,168	1,124	5,302
MAY	1,012				2,280	1,124	4,416
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL	6,781				26,671	11,755	45,207

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature Date

For CETA Approval Only:

Accountant Date

Principal Administrative Analyst Date

YC 108 (10-78)

OPERATING BUDGET
CONTRACT NO.

SUBGRANTEE NAME AND ADDRESS
Yolo County Office of Education
313 Fourth Street
Woodland, California 95695

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	6,781	281	281	281	282
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Ins.					
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	6,781	281	281	281	282

OPERATING AGENCY

CONTRACT NO.

Yolo County Office of Education
313 Fourth Street, Suite #2
Woodland, California 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
281	281	281	(1,598)	418	418	418	418
281	281	281	(1,598)	418	418	418	418

Yolo County Office of Education
313 Fourth Street, Suite #2
Woodland, California 95695

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
418	(1,741)	1,010	1,010	1,010	1,010	1,010	1,012
418	(1,741)	1,010	1,010	1,010	1,010	1,010	1,012

OPERATING BUDGET

CONTRACT NO.

CONTRACTOR'S NAME AND ADDRESS

Yolo County Office of Education
313 Fourth Street, Suite #2
Woodland, California 95695

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING	26,671	1,600	3,200	4,800	5,618
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost	26,671	1,600	3,200	4,800	5,618
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	11,755	425	420	420	420
Staff Salaries	7,641	327	323	323	323
Staff Fringe Benefits	2,184	98	97	97	97
Staff Travel	938				
Special Program Tech. Assist.					
Space Cost	645				
Supplies					
Telephone	347				
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	38,426	2,025	3,620	5,220	6,038
ADMINISTRATIVE COST	6,781	281	281	281	282
TOTAL - ON-THE-JOB TRAINING	45,207	2,306	3,901	5,501	6,320

C 104c (rev. 10/78)

(Name and Address)

SUBCONTRACTOR'S NAME AND ADDRESS

Yolo County Office of Education
313 Fourth Street, Suite #2
Woodland, California 95695

OPERATING BUDGET

CONTRACT NO.

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
7,218	8,817	8,817	(33,893)	5,828	6,000	6,000	6,000
7,218	8,817	8,817	(33,893)	5,828	6,000	6,000	6,000
420	420	925	537	537	537	537	537
323	323	323	350	340	340	340	340
97	97	97	88	85	85	85	85
			220	40	40	40	40
			176	42	42	42	42
			91	30	30	30	30
7,638	9,237	9,237	(32,968)	6,565	6,537	6,537	6,537
281	281	281	(1,598)	418	418	418	418
7,919	9,518	9,518	(34,566)	6,783	6,955	6,955	6,955

(CONTRACTOR'S NAME AND ADDRESS)

Yolo County Office of Education

313 Fourth Street, Suite #2
Woodland, California 95695

OPERATING BUDGET

CONTRACT NO.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
3,433	(21,796)	1,613	1,920	3,024	3,024	3,168	2,280
3,433	(21,796)	1,613	1,920	3,024	3,024	3,168	2,280
537	(1,544)	1,124	1,124	1,124	1,124	1,124	1,124
340	(988)	719	719	719	719	719	719
85	(293)	214	214	214	214	214	214
40	(154)	112	112	112	112	112	112
42	(77)	56	56	56	56	56	56
30	(32)	23	23	23	23	23	23
3,970	(23,340)	2,737	3,044	3,148	4,148	4,292	3,404
418	(1,741)	1,010	1,010	1,010	1,010	1,010	1,012
4,388	(25,081)	3,747	4,054	5,158	5,158	5,302	4,416

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title III-HIRE II

Program: YOLO COUNTY SUPERINTENDENT OF SCHOOLS	[ ] Original [X] Revision # 003
Fiscal Year: 1980	Date 11-27-79 Annual Plan Mod. # 904

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	21	21	21	<> 20	23	23	23	23				
B. Total Enrollments by Month.....				<> 6	3	0	0	0				
1. New Enrollment.....												
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	14	17	21	<> 14	14	14	14	23				
D. Total Terminations by Month.....	2	3	4	<> 0	0	0	0	9				
1. Entering Employment.....	2	3	3	<6>	0	0	0	9				
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	0	0	1	<>	0	0	0	0				
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	7	4	0	6	9	9	9	0				

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED DEC 1 1 1979

BK.

REQUEST FOR PROGRAM MODIFICATION

DATE 11-14-79

AGREEMENT NO. 79-445

Title: VI Projects

Modification Number 001

Contract Number 79-44

Program: Winters Fire Protection District Housing Improvement Project

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 8,361 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase the duration of the contract by 3 months.

FILED

JAN 2 - 1980

PETER McNAMEE, Clerk

By _____ Deputy

MODIFICATION

The attached operating budget and position listing supersede those currently in the contract.

$33,444

New grand total and fixed price

_____ 12/6/79

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

_____ NOV 28 1979

Signature of Authorized Officer Date

11-14-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE VI OPERATING BUDGET

PROJECT

[ ] ORIGINAL [X] REVISION NO. 001

DATE 11-14-79

Subgrantee Name and Address:

Winters Fire Protection District
10 Abbey Street
Winters, CA 95694

Contact Person Vernon Bruhn
Phone 795-4131 Contract No.
Period: From 2-15-79 To 2-14-80
Program Name Fire Housing Improvement Project

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			1,395					1,395
FEB.			2,787					2,787
MAR.			2,787					2,787
APR.			2,787					2,787
MAY			2,787					2,787
JUNE			2,787					2,787
JULY			2,787					2,787
AUG.			2,787					2,787
SEPT.			2,787					
TOTAL								

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							1,395
FEB.			1,212	183			2,787
MAR.			2,421	366			2,787
APR.			2,421	366			2,787
MAY			2,421	366			2,787
JUNE			2,421	366			2,787
JULY			2,421	366			2,787
AUG.			2,421	366			2,787
SEPT.			2,421	366			
TOTAL							

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

V.C. BRUHN FIRE CHIEF
Name and Title of Authorized Official

V.C. Bruhn 12/10/79
Signature Date

For CETA Approval Only:

Accountant 12-12-79
Date

Principal Administrative Analyst 12-12-79
Date

C 108 (10-78)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE VIOPERATING BUDGET

PROJECT

[ ] ORIGINAL [X] REVISION NO. 001 DATE 11-14-79

Subgrantee Name and Address:
Winters Fire Protection District
10 Abbey Street
Winters, CA 95694

Contact Person Vernon Bruhn
Phone 795-4131 Contract No.
Period: From 2-15-79 To 2-14-80
Program Name Fire Housing Improvement Project

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			2,787					2,787
NOV.			2,787					2,787
DEC.			2,787					2,787
JAN.			2,787					2,787
FEB.			1,392					1,392
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			33,444					33,444

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			2,421	366			2,787
NOV.			2,421	366			2,787
DEC.			2,421	366			2,787
JAN.			2,421	366			2,787
FEB.			1,209	183			1,392
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			29,052	4,392			33,444

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

V.C. BRUHN FIRE CHIEF
Name and Title of Authorized Official

V.C. Bruhn 12/11/79
Signature Date

For CETA Approval Only:

Jack A Boyer 11-12-79
Accountant Date

Principal Administrative Analyst Date

108 (10-78)

POSITION LISTING

TITLE VI PROJECTS

WINTERS FIRE PROTECTION DISTRICT

	POSITIONS	Salary 2-15-79 to 2-14-80	Benefits	TOTAL
Three	Maintenance Laborers			
	12 @ 807/122	$29,052	$4,392	$33,444

BK

REGIONAL TRANSIT MEMO

DATE: November 8, 1979

Yolo County
Agreement No. 79-445

FILED

DEC 5 - 1979

PETER McNAMEE, Clerk
By Debra Cutler Kirkland
DEPUTY

TO: County of Yolo
FROM: Sacramento Regional Transit District
RE: Exhibit I -- 1979/80 Service Contract

Pursuant to Paragraphs "B" and "E" of the Agreement for Public Transportation Service entered into on the twenty-first day of September, 1976, the following table hereby sets forth the level of service and associated costs agreed to by Regional Transit and the County of Yolo effective on the first day of July, 1979.

Service Period	Lines	Service Level	Rates	Total Cost	Credits	Net Cost
7-1-79 thru 6-30-80	40, 41 42, 67	181,834 mi. 11,043 hr.	$ 1.06/mi. $15.99/hr.	$369,300 $369,321.61	Fares: $110,100 Section 5: $ 74,000 Local G.F.: $ 3,000 Total $187,100	$182,200

Modifications to this service level shall be accomplished in the manner set forth in the above cited Agreement.

There shall be an automatic adjustment to rates as of the first day of July of each year as set forth in Paragraph "G" of the Agreement to which this Exhibit is an attachment.

Lloyd H. Roberts
DIRECTOR OF PUBLIC WORKS,
Yolo County

ASSISTANT GENERAL MANAGER,
Regional Transit

KSD/bw

BK

FILED
DEC - 31979
By [illegible] Deputy

AGREEMENT NO. 79-447

THIS AGREEMENT, made and entered into this 27th day of November, 1979, by and between the County of Yolo, a political Subdivision of the State of California, and Jack Potter, Yolo County Superintendent of Schools, hereinafter referred to as EMPLOYER.

RECITALS:

1. COUNTY provides an Employee's Assistance Program for its employees through its Health Services Agency, Drug and Alcohol Division, and a private independent contractor clinician.
2. COUNTY'S contract with the independent contractor clinician specifies that the clinician will accept referrals from employers designated by COUNTY under the same terms and conditions the clinician accepts referrals from COUNTY.
3. EMPLOYER wishes to provide said Employee Assistance Program to its employees.
4. Such an expansion of the Employee Assistance Program was anticipated and desired by COUNTY when it established the program.
5. Therefore, COUNTY and EMPLOYER wish to enter into an agreement for EMPLOYER access to COUNTY'S Employee Assistance Program.

AGREEMENTS: COUNTY, in consideration of EMPLOYER'S promises contained in hereinafter recited agreements, and EMPLOYER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. COUNTY will provide EMPLOYER access to its employees to COUNTY'S Employee Assistance Program under the terms and conditions of COUNTY'S agreement, attached hereto as Exhibit "A" and incorporated herein by reference thereto, with the Clinician. It is expressly understood that EMPLOYER'S compliance with the prescribed referral mechanism and

confidentiality provisions are conditions precedent and subsequent to COUNTY'S obligations hereunder.

2. EMPLOYER will designate a representative or representatives for administrative matters within one week of execution of this agreement, and so notify COUNTY'S herein designated representatives in writing.

3. COUNTY will designate a representative or representatives for administrative and program affairs.

4. COUNTY'S DESIGNATED PREPRESENTATIVES:

   a. Responsibility for this Agreement lies with AGENCY'S Director of Drug and Alcohol Program.

   b. DIRECTOR may designate operational representatives from time to time in writing to EMPLOYER to perform specific tasks or liaison functions.

5. ASSIGNMENT/SUB-CONTRACTING:

   a. COUNTY may assign or sub-contract its responsibilities hereunder on the advance written notice to EMPLOYER. COUNTY may at its discretion and upon advance written notice to EMPLOYER, change the Clinician to whom referrals may be made hereunder.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that COUNTY and EMPLOYER are not subject to the direction and control of each other except as to final result. Each shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security for its employees. Each agree to indemnify and hold each other harmless from any liability which either may incur to the Federal or State governments as a result of this contract.

7. LIABILITY:

   a. COUNTY agrees to defend, indemnify, and hold EMPLOYER harmless

for any and all claims, liability or loss arising from COUNTY'S performance under this agreement.

b. EMPLOYER agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability or loss arising from EMPLOYER'S decision to discipline an employee.

8. COMPLIANCE WITH CODE: EMPLOYER agrees to comply with all applicable provisions of Title 9 and 22 of the California Administrative Code and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations Section 205.50 regarding confidentiality of patient information.

9. PAYMENT: Upon execution of this agreement EMPLOYER will pay to COUNTY TWO THOUSAND DOLLARS ($2,000); method of payment to be prescribed by the Yolo County Health Services Agency.

10. AMENDMENTS: Except as otherwise provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as otherwise provided, herein, no additions to, or alterations of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid and addressed to EMPLOYER'S or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM:

a. This agreement shall commence upon execution and terminate

June 30, 1980, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation, both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type COUNTY renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty C. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
12-3-79

ATTEST:
PETER McNAMEE, CLERK

BY _____ DEPUTY

Jack Potter
JACK POTTER, SUPERINTENDENT OF SCHOOLS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

BK

FILED

DEC 5 - 1979

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 79-448

(Agreement for Life Crises Counseling Services)

THIS AGREEMENT, made and entered into this 27th day of November, 1979, by and between COUNTY OF YOLO, a political subdivision of the State of California and Dean Dickerson, Ph.D., and Stephen Silberstein, M.D., an unincorporated professional association, hereinafter referred to as PROVIDER.

WITNESSETH:

RECITALS:

1. COUNTY has established an Employee Assistance Program, hereinafter referred to as PROGRAM, to be administered by COUNTY'S HEALTH SERVICES AGENCY, Alcohol and Drug Abuse Division, hereinafter referred to as AGENCY.

2. PROGRAM'S objective is to prevent personal problems from surfacing on the job and to keep them from reaching crisis state within the work place.

3. COUNTY'S interest in PROGRAM is the avoidance of economic loss caused by the effect of these problems on efficiency, productivity and smooth business functioning. COUNTY, however, also intends to make program available to other employers.

4. PROGRAM'S approach to achieving PROGRAM'S objective includes the referral of persons with a job performance problem for evaluation, counseling, and identification of further treatment needs, provided by a skilled therapist.

5. AGENCY desires to provide access to a non-threatening, non-stigmatized, confidential resource.

6. PROVIDER is a trained and skilled therapist of high community repute, well qualified to provide the employee assistance services required by PROGRAM.

7. COUNTY and PROVIDER, therefore, wish to enter into an agreement for provision of employee assistance services under the terms and conditions and as more specifically set out herein.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS: In accordance with the working protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; and the ACTION Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto provide:

(A) to persons referred in writing by AGENCY life crises services, including by way of example, but not limited to, counseling, evaluation, and referral. Said written referral is a condition precedent to COUNTY'S obligation to pay for services rendered any persons for whom claim of payment is made by PROVIDER. It is expressly understood that persons so referred may not be COUNTY employees soley, but also employees of other organizations contracting with COUNTY to provide such services;.

(B) Program development

(C) Training of COUNTY'S referred supervisors.

2. AGENCY'S SERVICE OBLIGATIONS.

(A) Designate representative or representatives for administrative and program affairs.

(B) Refer in advance in writing all persons for whom PROVIDER will seek compensation.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

(A) Responsibility for this agreement lies with AGENCY'S Director of Alcohol and Drug Abuse Program.

(B) DIRECTOR may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

(A) PROVIDER may not assign or sub-contract his responsibilities except on the advance written authorization of COUNTY's herein designated representative.

(B) COUNTY may assign this agreement to a successor in interest upon written notice to PROVIDER.

5. RECORDS:

(A) PROVIDER shall for the later of four (4) years, or the resolution of outstanding audit findings, maintain and retain records of services rendered and all receipts of expenditures, for whatever purposes received or expended in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this agreement.

(B) PROVIDER shall make said record available for audit by COUNTY independent contractor licensed clinical psychologist upon the request of AGENCY'S designated representatives. Said request will provide at least one full working day's notice of the impending audit. COUNTY independent contractor shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of PROVIDER which pertain to services performed and determination of amounts payable hereunder. Any review of clinical notes require the written permission of clients.

6. RELATIONSHIP OF PARTIES: it is specifically understood and agreed that provider is an independent contractor and is not subject to the

direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to applicable witholding and social security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

LIABILITY

(A) PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement. It is expressly understood that PROVIDER is in no way obligated hereunder for lawsuits arising from any decision by AGENCY to discipline an employee of AGENCY. AGENCY further agrees to pay PROVIDER'S legal costs and or awards stemming from a lawsuit due to AGENCY'S disciplining an employee if PROVIDER is named as a co-defendant.

(B) Without in any way intending to limit or abrogate the effect of hereinabove recital Agreement 8(A), PROVIDER shall purchase and maintain for the duration of this agreement, public and malpractice liability insurance in the amount of at least $300,000\$300,000.

8. EQUAL OPPORTUNITY IN EMPLOYMENT

PROVIDER will not employ discriminatory practices and will take affirmative action to provide equal opportunity in employment of personnel, assignment of accommodations, or in any other respect on the basis of race, handicap, color, sex, religion, national origin or ancestry, other than those benign, non-adverse forms of discrimination collectively known in common parlance as "affirmative action" as sanctioned and authorized by state and federal statue and regulation and court decision.

9. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and the PROVIDER. Said Working Protocols shall include as a minimum provisions by which referrals to PROVIDER are made and accepted, identity of designated operational representatives; the budget; any role AGENCY is to play in review of PROVIDER'S professional activities; and other organizations whose employees will be referred to PROVIDER.

10. ACTION PLAN: Attached hereto as Exhibit "B: and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this agreement. Said Action Plan binds parties as if fully set out herein, but may be modified without formal amendment of this agreement, so long as said modification does not vary the provisions specifically set out herein and an advance written notice thereof is given AGENCY, said Action Plan shall include as a minimum provisions that the services to be performed by provider will be provided without adverse discrimination based upon race, color, religion, sex, handicap, natural origin or ancestry; a list of the specific services falling under the general concept of services to be provided; provisions describing PROVIDERS procedures for identifying further treatment needs and referring persons to other providers; and provisions requiring PROVIDER to specify to referral providers that said referrals shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY.

11. COMPLIANCE WITH CODE: PROVIDER agrees to comply with all applicable provisions of the Welfare and Institutions Code commencing with section 5328 and Title 45 Code of Federal Regulations Section 205.50 regarding confidentiality of patient information and records.

12. PAYMENT

(A) The maximum payments from COUNTY to PROVIDER during the term of his agreement shall be a sum not to exceed, in any one COUNTY fiscal year, ten thousand dollars ($10,000) for County employees referred hereunder plus the amount of any other Agencies contribution pursuant to their contract with COUNTY. Said amount shall be listed in the Working Protocols herein specified.

(B) PROVIDER shall be reimbursed costs in accordance with, and paid at the rates set out in the budget in the Working Protocols attached hereto as Exhibit A and incorporated herein by reference thereto, monthly upon submission of a claim, in form proscribed by COUNTY, to County, designating services rendered during the proceeding month. Said claim will be adjusted proportionally downward to reflect any person not referred by Agency. Claim must be countersigned and approved by COUNTY'S herein designated represen tatives.

(C) Where a herein recited report or claim in due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative and the PROVIDER'S progress to be as agreed.

(D) Approval of PROVIDER'S records as audited to be accurate, is a condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the auditors.

(E) COUNTY'S excuse of any given circumstance does not constitute a waiver of either that condition precedent or subsequent as any other condition precedent or subsequent as to future circumstances. Where

there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

13. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

14. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post marked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

15. TERM:

(A) This agreement shall commence on execution and remain in full force and effect from month to month unless cancelled by either party upon thirty (30) days written notice to the other of such intent.

(B) Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, The Parties hereto have executed this agreement as of the day and year herein above set forth.

ATTEST:

Peter DeNamee, Clerk

by _____ Deputy

County of Yolo, a political subdivision of the State of California

Betty G. Marchand
Chairman of the Board of Supervisors
12-3-79

Alcohol and Drug Abuse Program

by _____ Director

Dean Dickerson

Stephen Silberstein

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

Working Protocals

1. A current roster of county employees will be supplied to the contractor as those persons or members of their families who are eligible to use Employee Assistance services.

2. A monthly report will be submitted by the contractor to the Director of Alcohol and Drug Abuse Programs. (This report will include at the minimum the total number of persons who are trained and the total number of persons utilizing the Employee Assistance Service. This report to the Director will not include any confidential information regarding clients.)

3. The contractor will keep his own independent records of all clients.

4. To preserve the confidentiality of the Employee Assistance Program counselor/client relationship, any audit to be conducted of provider's records, whether for program evaluation or financial purposes, will be supervised by a licensed clinical professional from without Yolo County. Any persons connected with the audit shall have no connection with any employer using the Employee Assistance Program. Audit or evaluation findings will be stated in terms of conclusions and recommendations. County shall not have access to the audit teams working papers or notes except as required by a court of law or if the client whose record is involved releases the record voluntarily or by action of law.

5. Referring Agencies:
   a. Yolo County
   b. Yolo County Superintendent of Schools

6. Claims for services rendered will be made against the attached budget.

PROPOSED BUDGET

Employee Assistance Program

	HOURS	UNIT BUDGET	BUDGET
I. PROGRAM DEVELOPMENT			
EAP general planning and development meeting with Phil, EAP Committee	50	@ $12/hr	
Supervisory Training Package			
-examine materials 10 programs	40		
-attend 1-2 County training sessions in Bay Area	20		
-development of materials for Yolo Co. supervisors	40		
Pamphlet & Brochure preparation lay-out, development and printing			
for Supervisors (904)	40		
For General Employees (1500)	20		
	210		$2,520
II. Clinical Treatment and Professional Services			
Professional Counseling	120	@ $30/hr	
Development of Referral Network	20		
Consultation	36		
	176		$5,280
III. Training of Yolo County Line Supervisors			
5 sessions of about 20 line supervisors per session - 2 hours each & preparation	25	@ $12 hr	$ 300
IV. Material Costs			
Supervisory training manual 100 copies (10 pgs.) 1000 pages @ 40cea.		$400	
Employee Pamphlet 1525 copies (1 page) 1525 pages @ 20c ea.		$305	
		$705	$ 705
V. Miscellaneous Expenses			
Telephone Service		$100	
Mileage			
Woodland (25 mi) 2 trips wk 2500 mi. x .20		$500	
Sacramento (40 mi) 2 trips mo. 960 mi. x .20		192	
Bay Area (90 mi) 2 trips yr. 400 mi. x .20		80	
Office supplies and expenses		200	
Postage		50	
Misc.		100	
		$1,195	$1,195
			$10,000

YOLO COUNTY
AGREEMENT NO. 79-449

MASTER LEASE AGREEMENT

LESSOR: Hewlett-Packard Company (herein called "Lessor") NO. 4100-51234

ADDRESS: 1501 Page Mill Road, Palo Alto, California 94304

LESSEE: COUNTY OF YOLO (Herein called "Lessee")

ADDRESS: Purchasing Department, Box G, Woodland, California 95695

1. LEASE. Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, subject to the terms of this Master Lease Agreement (the "Agreement") the personal property (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated therein and/or affixed, thereto, herein called "Equipment") described in any Leasing Schedule executed by the parties hereto pursuant to this Agreement.

2. TERMS AND RENT. Lessee shall pay as rental for use of the Equipment aggregate rentals equal to the sum of all the monthly rentals (including advance rents) for the entire term of the lease as specified on each Leasing Schedule. To the extent permitted by applicable law Lessee will pay on demand, as a late charge, an amount to ten percent (10%) of each installment of rent or any part thereof which remains overdue for more than 30 days.

3. WARRANTIES. Lessee acknowledges that it has made the selection of each item of Equipment based upon its own judgment and expressly disclaims any reliance upon statements made by Lessor. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE WITH RESPECT TO THE EQUIPMENT AND HEREBY DISCLAIMS THE SAME. However, Lessor shall furnish to Lessee such warranties as are normally furnished by Lessor to purchasers of identical Equipment manufactured by Lessor.

4. TITLE; IDENTIFICATION; PERSONAL PROPERTY. No right, title or interest in the Equipment shall pass to Lessee other than, conditioned upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use the Equipment for the full lease term. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor's interest. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed personal property even though said Equipment may hereafter become attached or affixed to realty. Lessee agrees not to sell, assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in this Agreement or the Equipment or to remove the Equipment from its place of installation without Lessor's prior written consent.

5. TAXES; INDEMNITY. Lessee agrees to comply with all laws, regulations and orders relating to the Agreement and to pay to Lessor when due, all license fees, assessments and sales, use, property, excise and other taxes now or hereafter imposed by any governmental body or agency upon any Equipment, or the use thereof, exclusive, however, of any taxes based on the net income of Lessor, and to assume the risk of liability arising from o. pertaining to the possession, operation or use of such Equipment. Lessee does hereby agree to indemnify, hold safe and harmless from and covenants to defend Lessor against any and all claims, costs, expenses, damages and liabilities, arising from or pertaining to the use, possession, operation or transportation of such Equipment. Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments, shall at Lessor's option become immediately due from Lessee to Lessor. The indemnities contained in this Paragraph shall survive the termination of this Agreement.

(continued on reverse side)

This Agreement consisting of the foregoing, and THE REVERSE SIDE HEREOF, correctly set forth the entire Agreement between Lessor and Lessee with respect to the use, possession and lease of the Equipment. No agreements or understandings concerning the foregoing shall be binding on either of the parties hereto unless specifically set forth in this Agreement. The term "Lessee" as used herein shall mean and include any and all Lessees who sign hereunder, each of whom shall be jointly and severally bound thereby. THIS AGREEMENT WILL NOT BE BINDING ON LESSOR UNTIL ACCEPTED BELOW.

Executed the 29th day of November 19 79

FILED
SEP 12 1980
PEGGY McNAMEE, Clerk
By Deputy Clerk

By execution hereof, the signer hereby certifies that he has read this Agreement, INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this lease on behalf of Lessee.

LESSEE: County of Yolo

Attest: _____
(Corporate Seal)
By _____

By _____
AUTHORIZED SIGNATURE AND TITLE:
Chairman, Board of Supervisors
County of Yolo, State of Calif.

Accepted at: North Hollywood, California
Date: December 4, 1979

LESSOR: Hewlett-Packard Company

By _____
AUTHORIZED SIGNATURE AND TITLE
Edward A. Brown, Region Sales Finance Manager

LESSEE'S MEMO COPY (RETAINED BY LESSEE AT EXECUTION)

6. USE; INSPECTION. Lessee will cause the Equipment to be operated in accordance with applicable manufacturer's manuals or instructions, by competent and duly qualified personnel only, in accordance with applicable governmental regulations, if any, and for business purposes only. Lessor shall have the right from time to time during normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition, and proper maintenance of the Equipment.

7. EVENTS OF DEFAULT. An event of default shall occur hereunder if Lessee (i) fails to pay any installment of rent or other payment required hereunder when due and such failure continues for a period of 5 days after written notice is sent from Lessor, or (ii) fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or breaches any representation or provision contained herein or in any other document furnished Lessor in connection herewith, and such failure or breach shall continue unremedied for a period of 10 days after written notice is sent from Lessor, or (iii) without Lessor's consent attempts to remove, sell, transfer, encumber, part with possession, or sublet any item of Equipment, or (iv) shall commit an act of bankruptcy or become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a Trustee or Receiver or either shall be appointed for Lessee or for a substantial part of its property without its consent, or bankruptcy reorganization or insolvency proceedings shall be instituted by or against Lessee, or (v) shall be in default under any other agreement at any time executed with Lessor.

8. REMEDIES. Upon the occurrence of any event of default and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) upon notice to Lessee terminate this Agreement and all Schedules exected pursuant hereto, (ii) declare all sums due and to become due hereunder for the full term of the Lease (including any renewal or purchase options which Lessee has contracted to pay) immediately due and payable, (iii) demand that Lessee return all Equipment to Lessor in accordance with Paragraph 12 hereof, (iv) enter upon the premises where such Equipment is located and take immediate possession of and remove the same, all without liability to Lessor or its agents for such entry, or for damage to property or otherwise, (v) sell any or all of the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle such Equipment, all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto, (vi) exercise any right or remedy which may be available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement as to any or all Equipment. In addition, Lessee shall be liable for all legal fees and other costs and expenses resulting from the foregoing defaults or the exercise of Lessor's remedies, including placing any Equipment in the condition required by Paragraph 12 hereof. If this Agreement be deemed at any time to be one intended as security, then Lessee agrees that the Equipment shall secure, in addition to the indebtedness set forth herein, all other indebtedness at any time owing by Lessee to Lessor. No remedy referred to in this Paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of any of Lessor's rights. To the extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in this Paragraph or which may otherwise limit or modify any of Lessor's rights or remedies under this Paragraph.

9. NOTICE. Any notices or demands required to be given herein shall be given to the parties in writing and by regular mail at the addresses herein set forth, or to such other addresses as the parties may hereafter substitute by written notice given in the manner prescribed in this Paragraph.

10. REPAIRS, LOSS AND DAMAGE. Lessee, at its own cost and expense, shall keep all Equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required therefor. All such parts, mechanisms and devices shall immediately become the property of Lessor and part of the Equipment for all purposes hereof. In the event that any item of Equipment shall become lost, stolen, destroyed, or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure or requisition of title to or use of such item Lessee shall promptly pay to Lessor the installments of rent then remaining unpaid hereunder for such item, plus any renewal or purchase options contained herein, whereupon Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest, if any, in such item.

11. INSURANCE. Lessee shall obtain and maintain for the entire term of this Agreement, at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment including, without limitation, loss by fire (including so-called extended coverage) theft, collision and such other risks of loss as are customarily insured against on the type of Equipment leased hereunder and by businesses in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor provided, however, that the amount of insurance against loss or damage to the Equipment shall not be less than the greater of the full replacement value of the Equipment or the installments of rent then remaining unpaid hereunder plus any renewal or purchase options contained herein. Each insurance policy will name Lessee as an insured and Lessor as an additional insured and loss payee thereof as Lessor's interests may appear, and shall contain a clause requiring the insurer to give Lessor at least 10 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. Lessee further agrees to give Lessor prompt notice of any damage to, or loss of, the equipment, or any part thereof.

12. RETURN OF EQUIPMENT. Upon the expiration of the lease term provided in each Schedule or upon demand of Lessor as set forth in Paragraph 8, Lessee, at its own risk and expense, will immediately return the Equipment described in such Schedule to Lessor in the same condition as when delivered, ordinary wear and tear excepted, at such location as Lessor shall designate.

13. FURTHER ASSURANCES. Lessee will promptly execute and deliver to Lessor such further documents (including but not limited to financing statements), and take such further action (such as obtaining Landlord or Mortgagee's Waiver and Consent), as Lessor may request in order to more effectively carry out the intent and purpose of this Lease.

14. ASSIGNMENT BY LESSOR. Lessee acknowledges that Lessor may sell and/or assign its interest in the Equipment and/or this Lease. LESSEE AGREES THAT UPON NOTICE OF SUCH ASSIGNMENT IT SHALL PAY DIRECTLY TO LESSOR'S ASSIGNEE WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE HEREUNDER AND FURTHER COVENANTS AND AGREES THAT IT WILL NOT ASSERT AGAINST LESSOR'S ASSIGNEE ANY DEFENSE OR COUNTERCLAIM OR SET-OFF ON ACCOUNT OF BREACH OF WARRANTY OR OTHERWISE IN ANY ACTION FOR RENT OR FOR POSSESSION BROUGHT BY LESSOR'S ASSIGNEE. Lessee also agrees to settle all mechanical service or other claims with respect to the Equipment directly with the original Lessor, and Lessee acknowledges that Lessor's Assignee shall not be liable for such service or other claims. Upon the assignment of the Lease, Lessor's Assignee shall have and be entitled to exercise any and all discretions, rights and remedies of Lessor hereunder and all references herein to Lessor shall include Lessor's Assignee except that said Assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder or with respect thereof.

15. NON-CANCELLABLE LEASE, LESSEE'S OBLIGATIONS UNCONDITIONAL. This Lease cannot be cancelled or terminated except as expressly provided herein. Lessee hereby agrees that Lessee's obligation to pay all rent and any other amounts owing hereunder shall be absolute and unconditional.

16. MISCELLANEOUS. This Agreement may not be amended except in writing and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York.

MASTER EQUIPMENT LEASE – SCHEDULE A

LEASE NO. 4100-51234 AMENDMENT NO.

LESSOR: Hewlett-Packard Company (herein called "Lessor")

LESSEE: County of Yolo (herein called "Lessee")

ADDRESS: Purchasing Department, Box G, Woodland, California 95695

Quantity	Description of Leased Equipment (Make, kind, model no., serial no. and any other pertinent identification)	Price
	SEE ATTACHED SUPPLEMENT TO LEASE	

Location of Equipment (if different from Lessee's address above)

ADDRESS: 725 Court Street

CITY: Woodland COUNTY:

STATE: California ZIP: 95695

List Price	$298,866.45
Sales Tax	*
Other Charges	5.00
Total Installed Cost	$ 298,871.45

RENTAL TERM	RENTAL PAYMENTS	ADVANCE RENTAL PAYMENTS
Sixty (60) months	Sixty (60) Payments of $ 5,989.38 * each, payable monthly in ~~advance~~ arrears.	First Rental of $ N/A payable at time of signing of the Lease. *plus applicable use tax. Freight charges to be invoiced separately.

1. LEASE. Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property described above (hereinafter called the "Equipment").

2. TERMS AND RENTALS. This Lease shall commence at the time of Lessor's acceptance and shall continue for the Rental Term set forth above. For said Term Lessee agrees to pay Lessor aggregate rentals equal to the sum of all rental payments (including advance rents) specified above. The first rental payment is due on the date of acceptance of Equipment by Lessee. (Rental Commencement Date), and remaining rents on the same day of each consecutive month thereafter. To the extent permitted by applicable law Lessee will pay on demand, as a late charge, an amount equal to ten percent (10%) of each installment of rent which remains overdue for more than 30 days. Lessee shall pay all transportation costs unless excused in writing by Lessor. This Lease cannot be terminated except as expressly provided herein.

3. The listed items of Equipment are hereby leased on the terms specified in this Schedule and this Schedule becomes a part of and subject to the terms and conditions of that certain Master Equipment Lease, Lease No. 4100-51234 dated November 29, 19 79, which, except as modified herein, remains in full force and effect.

By execution hereof, the signer hereby certifies that he has read this Agreement and that he is duly authorized to execute same on behalf of Lessee.

Witness

LESSEE: County of Yolo

By [signature] Chairman of the Board of Supervisors
AUTHORIZED SIGNATURE AND TITLE

LESSOR: Hewlett-Packard Company

By [signature]
AUTHORIZED SIGNATURE AND TITLE

Edward A. Brown
Region Sales Finance Manager

HEWLETT hp PACKARD

SUPPLEMENT TO LEASE
MONTHLY PAYMENT SCHEDULE

Dated the 29th Day of November , 19 79

YOLO COUNTY AGREEMENT NO. 79-449

LESSEE YOLO COUNTY LEASE NO. 4100-51234

tem	QUANTITY	MODEL NUMBER & DECRIPTION	LIST PRICE PER UNIT	TOTAL LIST PRICE
1	One	Hewlett-Packard Model 32435B	$ 75,875.00	$ 75,875.00
		HP 3000/III System Processor Unit		
	One	Option 511, Expand Memory to 2048 KB	27,750.00	27,750.00
		Total List Price ----------	----------	$103,625.00
		Less 4% Discount ----------	----------	4,145.00
		Sub-Total ----------	----------	$ 99,480.00
2	One	Hewlett-Packard Model 7925M, 120MB Master Drive	21,000.00	21,000.00
3	Five	Hewlett-Packard Model 7925S, Slave, 120Mb Disc	17,000.00	85,000.00
4	One	Hewlett-Packard Model 7970E, 1600 bpi, 45 ips Mag Dr	8,885.00	8,885.00
	One	Option 314, Cable	3,260.00	3,260.00
5	One	Hewlett-Packard Model 7970E, 1600 bpi, 45 ips Mag Dr	8,885.00	8,885.00
		Option 310, Cable	3,260.00	3,260.00
		Total List Price ----------	----------	$130,290.00
		Less 7% Discount ----------	----------	9,120.30
		Sub-Total ----------	----------	$121,169.70
6	Two	Hewlett-Packard 30209A, Line Printer Controller	1,275.00	2,550.00
		Less 4% Discount ----------	----------	102.00
		Sub-Total ----------	----------	$ 2,448.00
7	One	Hewlett-Packard 2608A, 400 LPM Dot Matrix Printer	9,900.00	9,900.00
	One	Option 110, Sound Cover	150.00	150.00
	One	Option 300, Interface and Cable	650.00	650.00
		Total List Price ----------	----------	$ 10,700.00
		Less 7% Discount ----------	----------	749.00
		Sub-Total ----------	----------	9,951.00
8	One	Hewlett-Packard 2619A, 1000 LPM Printer	21,000.00	21,000.00
	One	Option 300, Interface and Cable	560.00	650.00
9	One	Hewlett-Packard 30106A, 80-Column Card Reader	7,700	7,700.00
		Total List Price ----------	----------	$ 29,350.00
		Less 4% Discount ----------	----------	1,174.00
		Sub-Total ----------	----------	$ 28,176.00
10	One	Hewlett-Packard 2621A, Terminal Console	1,450.00	1,450.00
11	One	Hewlett-Packard 13222N, Cable, 15'	75.00	75.00
12	Five	Hewlett-Packard 2645A, Display Station	3,500.00	17,500.00
		PAGE TOTAL		

HEWLETT hp PACKARD

SUPPLEMENT TO LEASE
MONTHLY PAYMENT SCHEDULE

Dated the 29th Day of November , 19 79

YOLO COUNTY AGREEMENT NO. 79-449

LESSEE YOLO COUNTY LEASE NO. 4100-51234

Item	QUANTITY	MODEL NUMBER & DECRIPTION	LIST PRICE PER UNIT	TOTAL LIST PRICE
13	Five	Hewlett-Packard 13234A, 4K Memory Module	300.00	1,500.00
14	Five	Hewlett-Packard 13231A, Display Enhancements	250.00	1,250.00
15	Five	Hewlett-Packard 13232A, Cables, 15'	50.00	250.00
		Total List Price		$ 22,025.00
		Less 13% Discount		2,863.25
		Sub-Total		$ 19,161.75
16	One	Hewlett-Packard 32233A, COBOL II	3,000.00	3,000.00
17	One	Hewlett-Packard 32104A, RPG/3000 Compiler	1,500.00	1,500.00
18	One	Hewlett-Packard 32100A, SPL/3000 Compiler	2,000.00	2,000.00
19	One	Hewlett-Packard 32111A, BASIC/3000 Interpreter/Comp.	1,500.00	1,500.00
		Total List Price		$ 8,000.00
		Less 4% Discount		320.00
		Sub-Total		7,680.00
20	One	Hewlett-Packard 32002-11005, Source Code MPE	300.00	300.00
		Sub-Total		300.00
		TOTAL HARDWARE AND SOFTWARE		$288,366.45
21	Eleven	Hewlett-Packard Model 22801B, HP 3000 A Programmers Introduction	500.00	5,500.00
22	Three	Hewlett-Packard Model 22802B, HP 3000 System Management and Operation	500.00	1,500.00
23	Four	Hewlett-Packard Model 22956A, HP 3000-IMAGE/3000	500.00	2,000.00
24	Three	Hewlett-Packard Model 22825A, HP 3000 - On Site Consulting, 3 Days	500.00	1,500.00
		TOTAL TRAINING AND CONSULTING		$ 10,500.00
		GRAND TOTAL LEASED EQUIPMENT AND TRAINING		$298,866.45
		PAGE TOTAL		

Training Classes amended February 1, 1980

Hewlett-Packard Agreement No. 4100-61231

TAX EXEMPT

RIDER "E"

Rider attached to and made a part of that Lease Agreement dated the 20th day of November, 19 79 between Hewlett-Packard Company, (herein referred to as "Lessor"), and County of Yolo, (herein referred to as "Lessee"). The provisions of the aforementioned printed Lease notwithstanding, Lessor and Lessee mutually agree that:

1. PURCHASE OPTION

At the end of the 60 months initial Lease term, Lessee shall have the option to purchase any or all the Equipment covered by the Lease for $1.00.

2. EARLY PURCHASE

At its option, throughout the life of the Lease, Lessee may purchase the leased equipment in its then "as is" condition at its location when option is exercised. The purchase price shall be determined from the Early Purchase Payment Schedule set out in the RIDER to Lease Agreement.

3. EQUIPMENT UPGRADE

Lessee, at its option, but subject to Lessor's prior written consent, may schedule new and/or different Equipment for that covered under the Lease. At such time, the amount due under this Lease, computed pursuant to the attached Early Purchase Payment Schedule, will be added to the new Lease Agreement entered into between Lessor and Lessee.

Executed as of the date first above written.

HEWLETT-PACKARD COMPANY

By _____
(Authorized Signature)

Title [illegible] Brown
Senior Sales Finance Manager

County of Yolo

By _____
(Authorized Signature)

Title _____

OPTION TO TERMINATE
(Government Agencies)
RIDER "B"

Yolo County
Agreement No. 79-449

TO LEASE AGREEMENT NUMBER [illegible]

Part 4 of 6

BY AND BETWEEN

COUNTY OF YOLO, Lessee

HEWLETT-PACKARD COMPANY, Lessor

Dated: 28th day of November, 1979

The provisions of the aforementioned Lease notwithstanding, Lessor and Lessee mutually agree that:

Lessee acknowledges that this Lease is for a firm term of 60 months. However, notwithstanding anything contained to the contrary in this Lease, Lessor agrees that Lessee may terminate this Lease at any fiscal year end with 30 days prior written notice to Lessor, for any one of the following reasons:

1. Lessee has exhausted all funds legally available for payments to become due under this Lease; or,
2. Funds which have been appropriated are withheld and are not made available to Lessee, or,
3. An appropriation of funds for the next fiscal year is made, but prior to actual release such appropriation is withdrawn.

Notwithstanding anything contained in this Rider, if funds are appropriated for an immediately following fiscal year, and such funds are for the acquisition of functions which in whole or in part are essentially the same functions for the performance of which the equipment was leased hereunder, then such appropriated funds will be used to satisfy the payment obligations under this Lease.

Upon the expiry of the notice period after the happening of the above, Lessee's obligations under this Lease shall terminate provided that Lessee has made all payments required to the date of termination, and further provided that all other obligations of the Lessee including the obligations to return the Equipment in accordance with Paragraph [illegible] of this Lease have been performed.

HEWLETT-PACKARD COMPANY
(Lessor)

BY [signature]
Edward M. Brown

TITLE Region Sales Finance Manager

County of Yolo
(Lessee)

BY [signature]
Chairman, Board of Supervisors
County of Yolo, State of California

TITLE

YOLO COUNTY AGREEMENT NO. 79-449

4100-51234

EARLY BUY-OUT SCHEDULE

NUMBER OF PAYMENT DUE & PAID	CONTRACT TERM 24 4.50	36 3.111	48 2.418	60 2.004
12	53.00	70.69	79.83	85.57
18	27.46	54.16	67.80	76.25
24	$1.00	37.04	55.83	66.56
30		19.32	42.41	56.53
36		$1.00	29.05	46.13
42			15.25	35.38
48			$1.00	24.28
54				12.82
60				$1.00

All figures are expressed as percents except where preceded by a "$"

4100-51234 2415-20075

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL): County of Yolo
1A. SOCIAL SECURITY OR FEDERAL TAX NO.: 94-6000-548
1B. MAILING ADDRESS: Purchasing Department, Box G
1C. CITY, STATE: Woodland, California
1D. ZIP CODE: 95695
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL):
2A. SOCIAL SECURITY OR FEDERAL TAX NO.:
2B. MAILING ADDRESS:
2C. CITY, STATE:
2D. ZIP CODE:
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY):
3A. FEDERAL TAX NUMBER:
4. SECURED PARTY
NAME:
MAILING ADDRESS:
CITY: STATE: ZIP CODE:
4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.:
5. ASSIGNEE OF SECURED PARTY (IF ANY)
NAME: HEWLETT-PACKARD COMPANY
MAILING ADDRESS: 1501 PAGE MILL ROAD
CITY: PALO ALTO STATE: CALIFORNIA ZIP CODE: 94304
5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.: 94-1081436

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

SEE ATTACHED SUPPLEMENT TO LEASE

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL

7. CHECK IF APPLICABLE [X]
7A. [XX] PRODUCTS OF COLLATERAL ARE ALSO COVERED
7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(g) ITEM: [ ] (1) [ ] (2) [ ] (3) [ ] (4)

8. CHECK IF APPLICABLE [X]
[ ] DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)

9. ▶ Betsey C. Marchand DATE:
SIGNATURE(S) OF DEBTOR(S)

COUNTY OF YOLO CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
TYPE OR PRINT NAME(S) OF DEBTOR(S)

▶ Edward A. Brown
SIGNATURE(S) OF SECURED PARTY(IES)

HEWLETT-PACKARD COMPANY Edward A. Brown
Region Sales Finance Mgr.
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)

11. Return copy to:
NAME
ADDRESS Hewlett-Packard Company
CITY 1501 Page Mill Rd. Bldg. 28A
STATE Palo Alto, California 94304
ZIP CODE

FORM UCC-1—FILING FEE $3.00
Approved by the Secretary of State

CODE: 1 2 3 4 5 6 7 8 9 0

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

HEWLETT hp PACKARD

SUPPLEMENT TO LEASE
MONTHLY PAYMENT SCHEDULE

Dated the 29th Day of November , 19 79

YOLO COUNTY AGREEMENT NO. 79-449

LESSEE YOLO COUNTY LEASE NO. 4100-51234

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	Total List Price ----------	----------	$103,625.00
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	Sub-Total ----------	----------	$ 99,480.00
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	PAGE TOTAL		

HEWLETT hp PACKARD

SUPPLEMENT TO LEASE
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		Total List Price ----------		$ 8,000.00
		Less 4% Discount ----------		320.00
		Sub-Total ----------		7,680.00
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23	Four	Hewlett-Packard Model 22956A, HP 3000-IMAGE/3000	500.00	2,000.00
24	Three	Hewlett-Packard Model 22825A, HP 3000 - On Site		
		Consulting, 3 Days ----------	500.00	1,500.00
		TOTAL TRAINING AND CONSULTING ----------		$ 10,500.00
		GRAND TOTAL LEASED EQUIPMENT AND TRAINING ----------		$298,866.45
		PAGE TOTAL		

Training Classes amended February 1, 1980

Maintenance 450 November 20, 1979

HEWLETT hp PACKARD

CUSTOMER SUPPORT SERVICES AGREEMENT

YOLO COUNTY AGREEMENT NO. 79-450

Part 1 of

AGREEMENT BETWEEN Yolo County
AND HEWLETT-PACKARD COMPANY

AGREEMENT NO. 2304-1
COMMENCEMENT DATE 5/27/80 - 5/26/81
REVISION DATE

1. STATEMENT OF AGREEMENT

Hewlett-Packard shall support the products specified on Exhibit B throughout the term of this Agreement. Customer support performed under this Agreement will consist of the services specifically described in Exhibit A.

2. ELIGIBILITY

Only Hewlett-Packard products which are in normal operating condition and which are currently at Hewlett-Packard's specified revision levels are eligible for coverage under this agreement. If, in Hewlett-Packard's opinion, maintenance of any product is required to return it to normal operating condition or to bring any product to the specified revision level, Hewlett-Packard will offer to perform such work at standard service rates prior to placing the product on this agreement.

3. RESPONSE TIME

The response time is specified on Exhibit A. Hewlett-Packard shall respond to a request for support services within the specified response time. Availability of Hewlett-Packard personnel and telephone answering service is limited to the specified periods of coverage.

4. PERIODS OF COVERAGE

The periods of coverage for products covered by this Agreement are specified on Exhibit A. The Customer may request a change in the specified periods of coverage at any time. Such change is subject to written approval by Hewlett-Packard.

Legal (national) holidays, and Hewlett-Packard approved holidays, are excluded from the standard periods of coverage.

5. TERM OF AGREEMENT

The initial term of this Agreement shall be one (1) year beginning on the date stated in Exhibit A. The Agreement shall be automatically renewed from year to year commencing with the expiration of the initial term hereof on the same terms and conditions herein set forth. The charges shall be subject to change upon renewal as further set forth in paragraph a. under CHARGES.

6. CONDITIONS OF SERVICE

Hewlett-Packard shall be under no obligation to furnish support services under this Agreement should repair be required because of (1) improper use, (2) natural disasters such as flood or earthquake, (3) strikes, riots, or acts of war or nuclear disaster, (4) repairs, maintenance, modifications, or relocation and reinstallation made by other than Hewlett-Packard personnel or without Hewlett-Packard's supervision and approval, (5) unusual shock or electrical damage, accident, fire or water damage, neglect, air conditioning failure, humidity control failure, damage during transportation by Customer, or causes other than ordinary use, and (6) refusal to maintain HP's site specifications. If support services are required as a result of the causes stated above, such service shall be provided at Hewlett-Packard's standard service rates for labor, travel, and material in effect at the time of service.

7. EXCLUSIONS

Hewlett-Packard's support services do not include (1) operating supplies and consumables, (2) refinishing the products or furnishing materials for that purpose, (3) electrical work external to the products, (4) maintenance of accessories, attachments or products not specified on Exhibit B, and (5) any other services not specifically described in Exhibit A.

8. RELOCATION OF PRODUCTS

a. The Customer shall give Hewlett-Packard sixty (60) days' written notice prior to any relocation of products requiring on-site support services.

b. Products moved to a location within the contiguous United States shall continue to be serviced under this Agreement. The response time and charges will be adjusted to reflect the new location.

c. Products moved outside the contiguous United States shall continue to be serviced under this Agreement at the option of Hewlett-Packard. The service to be provided and charges for such service shall be subject to mutual agreement.

d. Hewlett-Packard shall, at Customer's expense, and risk of loss or damage, supervise the dismantling and packing of the products, and shall inspect and reinstall the products at the new location. The Customer shall furnish all labor and materials for the dismantling, packing, and placement of the products in the new location.

e. The Customer shall be responsible for any loss or damage to the products in transit.

9. CHARGES

a. The charges specified are those currently in effect. These charges may be changed by Hewlett-Packard upon each annual renewal of this Agreement provided that Hewlett-Packard has notified Customer of the proposed increase at least thirty (30) days prior to the expiration of the term.

b. Charges for services performed outside the specified periods of coverage and for services not covered by this Agreement will be invoiced separately at Hewlett-Packard's standard service rates.

c. Unless otherwise stated all charges are exclusive of federal, state, or local taxes, now or hereafter enacted, which apply to the charges, the agreement, the services rendered, or the parts supplied. Such taxes, when applicable, will appear as separate additional items on the Hewlett-Packard invoice.

d. When requested by Customer that Hewlett-Packard incur commercial travel and per diem expenses because of extended travel not included in the coverage, these expenses will be passed on to the Customer.

SEP 12 1980

PETER McNAMEE, Clerk
By Richie Mississippi

REV. NO.R8-79

10. INVOICING

Invoicing for maintenance charges will be as indicated on Exhibit C. Invoicing for other charges as described in the paragraph CHARGES will be made as incurred. Terms are net thirty (30) days from date of invoice (N-30).

11. MODIFICATION

Hewlett-Packard may, at its option, and at no additional charge to the Customer, make modifications to improve the operation and/or reliability of the products.

12. ADDITIONS/DELETIONS

The Customer with Hewlett-Packard's concurrence may add or delete compatible Hewlett-Packard products to this Agreement at any time. Any addition shall be subject to the terms and conditions stated herein. The charge shall be adjusted accordingly.

13. NOTICES

Any notices required to be given under this Agreement shall be given in writing at the address of each party, herein set forth, or at such other address as either party may substitute by notice to the other.

14. EXHIBITS

The exhibits checked below shall be attached to and are hereby made part of this Agreement.

X Exhibit A — Specifications & Charges

X Exhibit B — Product List

X Exhibit C — Invoicing Schedule

____ Exhibit D — _____

____ Exhibit ( ) — _____

____ Exhibit ( ) — _____

15. GENERAL

a. Neither party may assign this Agreement without prior written consent of both parties.

b. For hardware products, warranty provided hereunder shall be limited to the correction of any defective services by restoring the products to good operating condition. For software products, warranty provided hereunder shall be limited to providing the software support services selected by Customer. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. HEWLETT-PACKARD SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

c. This Agreement shall be governed by the laws of the State of California.

d. This Agreement and attached exhibits represent the entire understanding of the parties. The terms and conditions of this Agreement and attached exhibits supersede all other terms and conditions contained on any acknowledgement form, order, or other document issued by either the Customer or Hewlett-Packard.

e. Hewlett-Packard reserves the right to withhold without liability and with five (5) days' prior notice the services selected by the Customer above, if the Customer is delinquent in payment for such services or other services performed by Hewlett-Packard on the products listed in Exhibit B.

f. Customer may terminate this Agreement upon thirty (30) days written notice to Hewlett-Packard, and Hewlett-Packard may terminate this Agreement or offer a new Agreement upon ninety (90) days written notice prior to the anniversary date of this Agreement.

AGREED TO THIS

27th day of November 19 79

County of Yolo

Board of Supervisors
P.O. Box 1098
Woodland, California 95695

By Betsy C. Marchand

Title Chairman, Board of Supervisors

ACCEPTED THIS

_____ day of _____ 19____

HEWLETT-PACKARD COMPANY (916) 929-7222
Telephone Number

646 W. North Market Blvd.
Address of designated service office

Sacramento, CA 95834

By Thomas P. Gallegos

Title Branch Administrative Manager

Printed in U.S.A.

Revised: March 3, 1980

HEWLETT hp PACKARD

CUSTOMER SUPPORT SERVICES AGREEMENT

AGREEMENT NO. 2304-1
COMMENCEMENT DATE 5/27/80 - 5/26
REVISION DATE _____

EXHIBIT A
INTRODUCTION

The Computer Systems Support Services included in this exhibit are described herein subject to the conditions of this exhibit. The specifications and charges are listed separately for hardware maintenance and software support service. Part I of this exhibit summarizes the charges for the services provided, Part II describes the General Conditions of sale, Part III describes the computer systems maintenance services specifications, Part IV of this exhibit describes the computer systems software support specifications, and Part V specifies the terms under which Customer has the right to use HP's software.

PART I

COMPUTER SYSTEMS
MAINTENANCE AGREEMENT CHARGES AND PERIODS OF COVERAGE

Equipment Location: Yolo County Assessor

Street Address	City	State	Zip Code
County Courthouse	Woodland,	California	95695

Key Maintenance Contact (Name)	Phone	Ext
Tom Jones/Tom Weaver	(916) 666-8383 or (916) 444-9900	X-383

Basic period of coverage is from 8:00 am to 5:00 pm Monday through Friday excluding legal (national) holidays and HP's approved holidays

BASIC MONTHLY MAINTENANCE CHARGE FROM EXHIBIT B $ 1,550.00

Additional coverage included is from 8:00 am to 9:00 pm and 5 days per week including excluding holidays

10 % CHARGE × BASIC MONTHLY $ 155.00

Response time is 4 hours from time of call measured in elapsed hours during the period of coverage

0 % CHARGE × BASIC MONTHLY $ - 0 -

Products to be maintained are located in HP's monthly maintenance zone 1

0 % CHARGE × BASIC MONTHLY $ - 0 -

HP's published fixed fee for out of coverage service will will not apply to this Agreement

TOTAL MONTHLY MAINTENANCE CHARGES $ 1,705.00

COMPUTER SYSTEMS
SOFTWARE SUPPORT CHARGES AND PERIODS OF COVERAGE

System Manager: Same

Name	Street Address

City	State	Zip Code	Phone	Ext

Check any of the following levels of services required

- [X] Customer Support Service (See Part IV of this Exhibit)
- [ ] Software Subscription Service (See Part IV of this Exhibit)
- [ ] Software Notification Service (See Part IV of this Exhibit)
- [ ] Manual Update Service (See Part IV of this Exhibit)
- [ ] Option _____
- [ ] Option _____

The total monthly support charge from Exhibit B for this service is shown below

Monthly Software Support Charge $ 600.00
Monthly Extended Travel Charge $ - 0 -
TOTAL MONTHLY Software Support CHARGE $ 600.00

Revised: March 3, 1980

HEWLETT hp PACKARD

CUSTOMER SUPPORT SERVICES AGREEMENT

AGREEMENT NO. 2304-1
COMMENCEMENT DATE 5/27/80 - 5/26/81
EXHIBIT B REVISION DATE _____

HARDWARE

SYSTEM MAINTENANCE/SUPPORT STATUS: NEW ☒ RENEWAL ☐

PRODUCT LIST

ITEM NO.	MODEL NO.	DESCRIPTION/SERIAL NO./SUPPORT EXPIRATION DATE*	QTY	UNIT CHARGE	MONTHLY CHARGE
1.	32435B	3000 Series III S/N 1941A04986	1	$ 412.00	$ 412.00
	Opt. 511	Expand Memory to 2048KB	1	189.00	189.00
2.	7925M	Master 120MB Disc S/N 1933A03069	1	83.00	83.00
3.	7925S	Slave 120MB Disc S/N 1933A02930 1933A02870 1933A02865 1933A02788 1933A02821	5	54.00	270.00
4.	7970E	1600 bpi Mag Taep S/N 1940A11098 1940A11100	2	70.00	140.00
	Opt.310	3000 Cabinet	1	No Charge	No Charge
	Opt.314	310 With I/F CBL.	1	No Charge	No Charge
5.	30209A	Line Printer Controller	2	7.00	14.00
6.	2608A	400 LPM Dot Matrix Printer S/N 1952A02311	1	62.00	62.00
	Opt.300	Interface & Cable	1	No Charge	No Charge
7.	2619A	1000 LPM Chain Printer S/N 1944A00325	1	175.00	175.00
	Opt.300	Interface & Cable	1	No Charge	No Charge
8.	30106A	Card Reader Subsystem 2893A Card Reader S/N 1730A00688 30206A Card Reader Controller	1	84.00	84.00
9.	2621A	Terminal Console S/N 1942A10720	1	16.00	16.00
10.	13222N	Cable 15'	1	No Charge	No Charge
11.	2645A	Display Station S/N 1907A25034 1907A25033 1907A25036 1907A25035 1907A25032	5	21.00	105.00

CONTINUED-----

REV NO 80-79

Revised: March 3, 1980

HEWLETT hp PACKARD

CUSTOMER SUPPORT SERVICES AGREEMENT

AGREEMENT NO. 2304-1

COMMENCEMENT DATE 5/27/80 - 5/26/81

EXHIBIT B REVISION DATE _____

HARDWARE SYSTEM MAINTENANCE/SUPPORT STATUS: NEW [X], RENEWAL [ ]

PRODUCT LIST

ITEM NO.	MODEL NO.	DESCRIPTION/SERIAL NO./SUPPORT EXPIRATION DATE*	QTY	UNIT CHARGE	MONTHLY CHARGE
12.	13234A	4K Terminal Memory Module	5	No Charge	No Charge
13.	13231A	Display Enhancements	5	No Charge	No Charge
14.	13232A	Cables 15'	5	No Charge	No Charge

REV. NO. RS-79
5330-1075

Revised: March 3, 1980

HEWLETT hp PACKARD

CUSTOMER SUPPORT SERVICES AGREEMENT

AGREEMENT NO. _____

COMMENCEMENT DATE _____

EXHIBIT B REVISION DATE _____

SOFTWARE **SYSTEM** MAINTENANCE/SUPPORT STATUS: NEW ☒, RENEWAL ☐

PRODUCT LIST

ITEM NO.	MODEL NO.	DESCRIPTION/SERIAL NO./SUPPORT EXPIRATION DATE*	QTY	UNIT CHARGE	MONTHLY CHARGE
1.	32400T-003	Customer Support Service	12mo.	$ 300.00	$ 300.00
2.	32233C	COBOL/3000	12mo.	100.00	100.00
3.	32104T	RPG/3000	12mo.	100.00	100.00
4.	32100T	SPL/3000	12mo.	50.00	50.00
5.	32111T	BASIC/3000	12mo.	50.00	50.00

REV. NO. RS-79
5320-1075

November 20, 1979

HEWLETT hp PACKARD

CUSTOMER SUPPORT SERVICES AGREEMENT

YOLO COUNTY AGREEMENT NO. 79-450 Part 3 of 5

AGREEMENT NO. 2304-1

COMMENCEMENT DATE 5/27/80 - 5/26/81

REVISION DATE _____

EXHIBIT C

COMPUTER SYSTEMS INVOICING SCHEDULE

Invoicing for the charges specified in each order will occur in advance in accordance with the periods specified below. The initial invoice will be dated on the commencement date specified on the installation acknowledgement. Succeeding invoices will carry that same monthly date for each period.

Additions and deletions of products to the Agreement will also be invoiced in advance. Additions or deletions occurring during an invoice period will be prorated for that portion of the period until the date of the next invoice following.

** All invoices issued under this Agreement will be addressed to:

County of Yolo	P.O. Box 976
Customer	Street Address
Woodland, California 95695	79-450
City State Zip Code	Purchase Order No.

For services which have an annual charge of $500.00 or less, HP will issue a single invoice for the services in advance. For all service which exceed $500.00 per year the following invoicing periods may be selected.

** For maintenance services the total monthly charge will be invoiced in advance (indicate one).

☐ Monthly ☐ Quarterly ☐ Annually

** For software support services the total monthly charge will be invoiced in advance (indicate one).

☐ Quarterly ☐ Annually

** PLEASE COMPLETE

GEORGE R. JACOB
DIRECTOR
GENERAL SERVICES AGENCY

COUNTY OF YOLO
P.O. BOX 976

(916) 666-8383
WOODLAND, CA 95695

REV. NO. A6-79
5320-4074

Right to Copy Software for Schools (GD.

HEWLETT hp PACKARD

LICENSE AGREEMENT FOR HEWLETT/PACKARD SOURCE CODE SOFTWARE PRODUCTS

LICENSEE: _____ No. _____

YOLO COUNTY AGREEMENT NO. 79-451

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN HEWLETT-PACKARD COMPANY (HP) AND THE ABOVE-IDENTIFIED LICENSEE, UNDER THE FOLLOWING TERMS AND CONDITIONS.

1. LICENSE:

HP hereby grants and Licensee accepts a non-exclusive and non-transferable license to use the HP software product(s) listed in paragraph 2, in accordance with the terms and conditions contained herein.

Software products furnished hereunder are proprietary to HP. The Licensee shall be bound to observe the proprietary nature thereof as provided herein.

2. SOFTWARE PRODUCTS

The following software products are subject to this Agreement:

PRODUCT NUMBER	DESCRIPTION
32002-11005	MPE SOURCE CODE

3. TITLE

No title to or ownership of the source code, listing, or any of its parts, is hereby transferred to Licensee. Licensee's rights shall at all times be subject to the copyright and use restrictions contained in this Agreement. Any modifications or additions to the source code made by Licensee shall not reduce HP's rights or the responsibilities of Sublicensees hereunder.

4. LICENSEES RIGHTS AND OBLIGATIONS

a. Right to Use Source Code.

In consideration of the license fee paid by Licensee for the source code products specified in paragraph 2 of this Agreement, Licensee obtains the right to use the source code software product(s) and executable derivatives thereof on one computer system with no time limit.

b. Copyright Notices and Licensee Obligations

Licensee agrees that the source code and listings shall not be copied except for archive purposes, to replace a worn copy, for program error verification by Licensee or as otherwise provided in this Agreement, nor may they be copied onto any media (e.g., magnetic tape, paper tape, disc memory cartridges, Read Only Memory, etc.) for any other purpose without HP's prior written authorization. The media containing such authorized copies shall have prominently displayed thereon the following notice:

"© 19 ___ HEWLETT-PACKARD COMPANY. All rights reserved. This media contains information which is proprietary to _____ and Hewlett-Packard Company. It is not to be disclosed to anyone outside this organization."

Licensee shall place the copyright notice set forth above on all media containing executable derivative code of the licensed source code or modified source code.

Licensee shall place the following copyright notice on all copies, including partial copies, of binary object code derivations and modifications of HP software products supplied hereunder. This will serve as notice that the copies are licensed materials, and have been modified by Licensee.

"© 19 ___ HEWLETT-PACKARD COMPANY. Portions reproduced and modified by _____ with permission of HEWLETT-PACKARD COMPANY. All rights reserved."

FILED

SEP 12 1980

PETER McNAMEE, Clerk

By Richie Villagrana DEPUTY

5. LICENSEE FEES

a. License Fees for the following products,

MFG/250, 45180A
OM/250, 45190A
GA/250, 45210A
PAY/250, 45220A

are specified below.

Right to Use Source Code:
The license fees for the Right to Use the source code on one system with no time limit shall be as specified in HP's quotation or the Corporate Price List in effect on the date HP receives Licensee's order.

Right to Copy and Use Derivatives of Source:
Customer may copy any executable derivatives of the source code for use on any computers purchased from HP without payment of an additional license fee.

b. License Fees for all other source code products specified in paragraph 2 of this Agreement are listed below.

Right to Use Source Code:
The license fees for the Right to Use the source code on one system with no time limit shall be as specified in HP's quotation or the Corporate Price List in effect on the date HP receives Licensee's order. Licensee must have previously acquired the HP software object code for the product(s).

Right to Copy and Use Derivatives of Source;
The license fees for the Right to Copy and Use any executable derivative of the source code on one additional System with no time limit shall be the price specified on the HP Corporate Price List at the time of order for the associated object code version of the source code software product.

c. Taxes

Unless otherwise stated, all fees are exclusive of state and local use, sales, property (ad valorem) and similar taxes. Such taxes, when applicable, will appear as separate items on HP's invoice.

6. NON-DISCLOSURE

HP regards the source code, listings, and any accompanying documentation supplied under this Agreement to be of a confidential nature. Licensee agrees not to publish or disclose such materials without prior written permission from HP. Licensee further agrees to inform its employees of the confidential nature of the materials provided hereunder. Licensee's employees shall be bound in the same manner as Licensee. The provisions of this paragraph shall survive the terms of this Agreement.

7. RIGHT TO SUBLICENSE AND OEM OBLIGATIONS

Licensee who has obtained the Right to Copy and Use executable derivative of source code in accordance with paragraphs 4 and 5 shall have the right so long as this Agreement is in force, to distribute those executable derivatives of the source code licensed herein to Licensee's customers (Sublicensees). If Licensee is an Original Equipment Manufacturer (OEM), Licensee ("OEM") agrees to assume the following additional obligations in order to sublicense:

a. Licensees that resell the HP Software Products shall notify their Customers of all use limitations and copyright restrictions contained herein and include language substantially similar to the following in the terms of sale:

"Buyer hereby acknowledges that his right to use this software product is limited for use on one Computer System and further Buyer hereby agrees that Buyer shall make no copies of this software product or derivatives thereof except for archive purposes, to replace a defective copy, or for program error verification. These restrictions are for the benefit of an intended third-party beneficiary which created this software product."

b. OEM Licensees agree to make available to HP upon reasonable written notice and at HP's request, a copy of the terms used by the OEM Licensee which contain language notifying the OEM Licensee's customer of the software use restrictions and copyright obligations identified in paragraphs 1-4 herein.

c. OEM Licensees agrees that in the event of breach by its customer of either the use limitations or the copyright restrictions identified in paragraphs 1-4 herein, HP shall have the right to enforce said limitation and restrictions at HP's option as an intended third party beneficiary.

8. U.S. GOVERNMENT CONTRACTS

Paragraph 8 is applicable only if software products are being supplied to the U.S. Government under a prime contract or to a Contractor operating under a U.S. Government contract. The following additional terms and conditions apply. Orders which deviate are not acceptable.

a. The Purchase Order for the software product license must contain the Standard Department of Defense "Rights in Technical Data and Computer Software" Clause, ASPR 7-104.9(a), or the equivalent Government clause for other Agencies.

b. The following paragraph must be included in the schedule of the Purchase Order.

"The _____ software, which consists of _____ is computer software furnished with Restricted Rights in accordance with ASPR 7-104.9(a). Only those rights identified in subparagraph (a) (i) through (v) are granted to the Government. All documentation for this computer software which is furnished in human-readable form is furnished with Limited Rights in accordance with ASPR 7-104.9(a), and is so marked.

c. Licensee agrees to notify HP in writing within 10 days in the event that the Government challenges HP's Restricted or Limited Rights.

d. Licensee agrees to mark all human readable and machine readable material with a completed and appropriate Limited Rights Legend or Restricted Rights Legend as called for by ASPR 7-104.9(a)(b)(i)(a) and ASPR 7-104.9(a)(b)(3).

9. DISCLAIMER OF WARRANTIES

HP makes no express or implied warranty of any kind with regard to the source product, except for the media used for the source code distribution. No warranty, installation, training, or similar services will be provided by HP for the source code or any executable derivative code made therefrom. HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY — INDEMNITY

Licensee agrees that HP shall not be responsible for any loss or damage to Licensee, its customers, or any third parties caused by failure of the products furnished hereunder to function. Licensee agrees to indemnify and hold HP harmless against any and all loss or damage in any way arising out of or in connection with products furnished hereunder or executable derivative code made therefrom, or by any failure of the products or binary object code to function, in whole or in part.

HP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

11. TERM

a. This Agreement shall continue in full force and effect beyond the term of any Computer Products Purchase Agreement, unless and until terminated by Licensee without cause, upon 10 days prior written notice. HP may terminate this Agreement, at its option and without prior notice, if Licensee fails, neglects, or refuses to comply with the terms and conditions herein.

b. Upon termination of this Agreement, Licensee shall promptly return all materials (including tapes and printed matter) furnished by HP hereunder. No refunds will be granted for returned materials. Furthermore, Licensee shall destroy all copies of materials made by Licensee, including programs stored in computer memory and all derivative works in Licensee's possession including but not limited to source code and executable derivative code software and documentation.

12. DEFINITIONS

Executable Derivative Code:
Means a version or derivative of the source code which can be executed by a computer system without further modification. Examples of Executable Derivative Code are binary object code and code which can be directly executed by an interpreter.

Effective this 27th day of November, 1979.

LICENSEE: County of Yolo

Betsy A. Marchand
Authorized Representative

Chairman, Board of Supervisors
County of Yolo, State of California
Title

HEWLETT-PACKARD COMPANY

Authorized Representative

Title

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

HEWLETT hp PACKARD

HEWLETT-PACKARD COMPANY ("HP") TERMS AND CONDITIONS OF SALE

YOLO COUNTY AGREEMENT NO. 79-451 Part 2 of 4

1. PRICE

a. Unless otherwise stated in writing by HP, all prices quoted expire thirty (30) days after the date of a quotation. All prices quoted are valid only if Buyer's requested delivery date (including any change orders) is within six (6) months of the date on which the order is placed.

b. Unless otherwise stated in writing by HP, all prices quoted shall be exclusive of transportation, insurance, state and local use, sales, property (ad valorem) and similar taxes. Buyer agrees to pay such taxes, and when applicable, such taxes will appear as separate items on HP's invoice. Buyer agrees to provide HP with a valid resale certificate for the products purchased for resale.

c. Notwithstanding anything to the contrary herein, in the event a quotation is issued pursuant to a current purchase agreement between HP and Buyer, the quotation shall remain valid for the period specified or until the expiration date of the ordering period of any such purchase agreement, whichever occurs first.

2. PAYMENT TERMS

Unless otherwise stated in writing by HP, Buyer shall pay all invoices issued under this agreement within 30 days from date of invoice. HP reserves the right to change the credit terms provided herein, when in HP's opinion the financial condition or previous payment record of Buyer so warrants.

Should Buyer become delinquent in the payment of any sum due hereunder, HP shall not be obligated to continue performance.

3. DELIVERY DATES

All shipments are subject to HP's availability schedule. HP will make every reasonable effort to meet any delivery date(s) quoted. However, HP will not be liable for its failure to meet the quoted delivery date(s) or for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control.

4. PACKING

All products shall be packed, if appropriate, for shipment and storage in accordance with standard commercial practices. All packing will conform to requirements of carrier's tariffs.

5. SHIPMENT

a. F.O.B. Point. All prices are F.O.B. HP's plant unless otherwise agreed to in writing. Buyer will pay all rigging, draying, and transportation charges.

b. Method of Shipment. Normally HP will ship in accordance with Buyer's shipping instructions. In the absence of specific instructions or if Buyer's instructions are deemed unsuitable, HP reserves the right to ship by the most appropriate method.

c. Title and Risk of Loss. Title to the products and risk of loss and damage shall pass to Buyer:

1. When the F.O.B. point is HP's plant, upon delivery to a common carrier; if there be no common carrier, upon delivery to Buyer.

2. When the F.O.B. point is Destination, upon tender at that destination.

6. ORDER OF PRECEDENCE

These Terms and Conditions of Sale and any attachments hereto take precedence over Buyer's additional or different terms and conditions and constitute the entire understanding between the parties relating to the products purchased hereunder. Acceptance by Buyer is limited to HP's terms and conditions. Notice of objection is hereby given to Buyer's additional or different terms and conditions. Neither HP's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions.

7. CHANGES AND CANCELLATIONS

a. In the event Buyer issues a change order causing a delivery delay or cancels products less than sixty (60) days prior to scheduled shipment, Buyer will be subject to a five percent (5%) charge based upon the list price for the affected Computer products, and up to a five percent (5%) charge, as determined by HP, for all other products.

b. Buyer may be subject to an additional charge for the cancellation of special equipment or services any time after an order is received by HP.

c. Any change in delivery dates by Buyer which establishes a delivery date greater than one hundred and eighty (180) days from Buyer's original order date shall constitute a new order for the affected products in determining the appropriate list price. However, the provisions of paragraph 7.a. above shall still apply.

8. ACCEPTANCE OF SYSTEMS/PRODUCTS

Acceptance shall be accomplished using test procedures or programs established by HP which are applicable to the products. Such acceptance shall be at the time of completion of final tests at HP's plant, except as otherwise specified below. If Buyer has indicated its intention to witness final tests in Buyer's order, HP will give Buyer at least five (5) days advance notice of the date of said tests. HP shall inform Buyer of any charges that may be associated with witnessing said tests at time of order. However, if installation by HP is included in the purchase price, acceptance will be at the installation site when HP demonstrates that the applicable diagnostic or verification programs work properly. If installation is delayed by Buyer, Buyer agrees to acceptance of the products based upon the standard acceptance tests run at HP's point of manufacture prior to delivery.

9. PATENT INDEMNITY

a. HP shall, except as otherwise provided below, defend or settle any claim made or any suit or proceeding brought against Buyer so far as it is based on an allegation that any product furnished hereunder infringes a patent of the country in which Buyer takes delivery of said product, if notified promptly in writing and given information, assistance and the sole authority to defend or settle same at HP's expense, and HP shall pay all damages and costs finally awarded therein against Buyer. In case said product is in such suit held to infringe and the use of said product is enjoined, or in the case of a settlement as referred to above, HP shall have the option, at its own expense, to procure for Buyer the right to continue using said product, or replace same with a non-infringing product, or modify same so it becomes non-infringing, or grant Buyer a credit for the depreciated value of said product and accept return of same. Buyer shall hold HP harmless against any expense or loss resulting from infringement of patents or trademarks from compliance with Buyer's designs, specifications, or instructions.

b. With respect to any product furnished hereunder for OEM purposes, when Buyer sells said product to a Customer, the Customer shall have the rights under clause 9a, with respect to the patents of the country in which the Customer takes delivery of said product, provided Customer assumes the obligations under this clause, and Buyer's rights shall extend to the patents of the country in which Customer takes delivery of said product.

c. The foregoing states the entire liability of HP for patent infringement by products furnished hereunder.

10. COPYRIGHTED MATERIALS

Unless otherwise specified, HP copyrighted materials (software and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program error verification by Buyer.

11. INSOLVENCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without Buyer's consent, of an assignee for the benefit of creditors, or of a receiver, HP may elect to cancel any unfilled part of this agreement.

12. WARRANTY

HP products are warranted against defects in materials and workmanship. The warranty period for each product will be provided on request at the time of sale or is specified in documentation supplied with the product. During the warranty period, HP will, at its option, either repair or replace products which prove to be defective.

An expanded statement of warranty and installation is available for most product types. This statement, if applicable to purchased products, is incorporated herein and may modify or add to these Terms and Conditions of Sale.

a. HARDWARE PRODUCTS

Within HP service travel areas, warranty service for products installed by HP and certain other products designated by HP will be performed at Buyer's facility at no charge. Outside HP service travel areas, warranty service will be performed at Buyer's facility only upon HP's prior agreement and Buyer shall pay HP's round trip travel expenses. In all other cases, products must be returned to a service facility designated by HP.

Buyer shall prepay shipping charges for products returned to HP for warranty service and HP shall pay for return of the products to Buyer. However, Buyer shall pay all shipping charges, duties and taxes for products returned to HP from another country.

b. SOFTWARE AND FIRMWARE PRODUCTS

HP warrants that its software and firmware designated by HP for use with a CPU will execute its programming instructions when properly installed on that CPU. HP does not warrant that the operation of the CPU, or software, or firmware will be uninterrupted or error free.

c. LIMITATION OF WARRANTY

On-site warranty services are provided at the initial installation point. Installation and on-site warranty services are available only in HP service travel areas, and only in the country of initial purchase unless Buyer pays HP international prices. Warranties requiring return to HP are not limited to the country of purchase.

For installation and warranty services outside HP's service travel area, HP will provide a quotation for the applicable additional services.

If products eligible for on-site warranty and installation services are moved from the initial installation point, the warranty will remain in effect only if the customer purchases additional inspection or installation services, at the new site.

The foregoing warranty shall not apply to defects resulting from:

1. Improper or inadequate maintenance by Buyer;
2. Buyer-supplied software or interfacing;
3. Unauthorized modification or misuse;
4. Operation outside of the environmental specifications for the product; or
5. Improper site preparation and maintenance.

NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. EXCLUSIVE REMEDIES

THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. HP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

14. MISCELLANEOUS

a. With respect to those products which HP licenses and which are supplied under this agreement, it is understood and agreed that the word "purchase" or similar words or derivative words shall be understood to mean "license," and "Buyer" or any similar word or derivative word shall be understood to mean "Licensee." In addition, title to licensed materials shall remain with HP, notwithstanding anything to the contrary herein.

b. Any notices required to be given hereunder shall be given in writing at the address of each party set forth in an attached quotation or purchase agreement, or to such other address as either party may substitute by written notice to the other.

c. Any attempt to assign or transfer any of the rights, duties, or obligations herein shall render such attempted assignment or transfer null and void.

d. HP's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

e. No U.S. Government Procurement Regulations required to be included hereunder shall be binding on either party unless specifically agreed to in writing prior to incorporation herein.

f. Stenographical, typographical, and clerical errors are subject to correction.

g. Governing Law and Jurisdiction. Any order issued hereunder shall be in all respects governed by the laws of the State of California. The parties hereby agree that any dispute relating to the products sold hereunder shall be subject to the jurisdiction of the courts within the State of California.

HEWLETT hp PACKARD

HP 250/3[illegible]0/1000/3000 SOFTWARE TERMS

The Licensee named below agrees to acquire a right to use the Hewlett-Packard (HP) Software listed herein upon the following terms.

Between HP and _____ No. _____

YOLO COUNTY AGREEMENT NO. 79-451

1. RIGHT TO USE LIMITATIONS

Licensee is hereby granted the right to use the products listed in Table I herein, on one computer with no time limit. No title to or ownership of the software or any of its parts, listed in Table I is hereby transferred to the Licensee. Licensee's right to use shall at all times be subject to the use restrictions and copyright restrictions contained in this Agreement.

2. COPYRIGHT RESTRICTIONS

a. All HP Computer software listed in Table I herein is copyrighted, and may not be copied except for archive purposes, to replace a defective copy, or for program error verification by Licensee, except as provided in paragraph 3 below.

b. HP copyrighted materials may not be copied into any media (e.g., mag tape, paper tape, disc memory cartridges, Read Only Memory, etc.) for any other purpose. The authorization to duplicate copyrighted materials hereunder shall not be construed to grant the Licensee or Licensee's customer the right to use HP copyrighted material in any manner other than that which is provided in this agreement or otherwise approved in writing by HP.

3. RIGHT TO REPRODUCE

a. For software specified as Type I software in Table I, the Licensee is hereby granted the right to make one copy, for use on an additional computer by purchasing the associated "Right to Reproduce" product. Purchase of any "Right to Reproduce" product requires previous or concurrent purchase of the associated Type I product. Software bundled with any HP Computer System covered by this Agreement, software updates, and software upgrades are not included in this provision. Firmware may be included as part of the "Right to Reproduce" product, but is specifically excluded from this copyright license and may not be reproduced under any circumstances.

b. The HP 1000 Computer System software copyrighted materials specified in Table I as Type II software, when licensed from HP, may be reproduced once for each HP 1000 Series Computer or Computer system purchased. Software bundled with the HP 1000 System and upgrade products are not included in this provision.

c. The Licensee agrees to label each copy of the original software with the following copyright notice: "© Copyright Hewlett-Packard Company, 19____. Copy made by permission of Hewlett-Packard."

4. LICENSEE NOTIFICATION AND CUSTOMER OBLIGATIONS

Licensees that resell the HP Software Products shall notify their customers of all use limitations and copyright restrictions contained herein and include language substantially similar to the following in their terms of sale:

> "Buyer hereby acknowledges that its right to use this software product, is limited for use on one Computer System and further, Buyer hereby agrees that Buyer shall make no copies of this software product or derivatives thereof except for archive purposes, to replace a defective copy, or for program error verification. These restrictions are for the benefit of an intended third-party beneficiary which created the software product."

5. USE LIMITATION ENFORCEMENT

a. OEM Licensees agree to make available to HP upon reasonable written notice and at HP's request a copy of the terms used by the OEM Licensee which contain language notifying the OEM Licensee's customer of the software use restrictions and copyright obligations identified in paragraphs 1-4 herein.

b. OEM Licensees agree that in the event of breach by its customer of either the use limitations or the copyright restrictions identified in paragraphs 1-4 herein, HP shall have the right to enforce said limitations and restrictions at HP's option as an intended third party beneficiary.

TABLE I

TYPE I SOFTWARE

31424A	Image 300
31441A	SL/3000
31442A	Business Basic/300
31445A	RPG II/300
30130E	RJE 3000
32102B	FORTRAN/3000
32104A	RPG/3000
32105A	APL\3000
32111A	Basic Interpreter and Compiler
32190A	DS/3000
32193A	MTS/3000
32205B	Scientific Library
32100A	SPL/3000
32192A	MRJE/3000
32213C	COBOL/32000
32380A	EDC/3000, Engineering Data Control
32384A	IOS/3000, Inventory Order Status
32388A	MRP/3000, Material Requirements Planning
32392A	SPC/3000
30130R	"Right to Reproduce" RJE/3000
31424R	"Right to Reproduce" Image/300
31441R	"Right to Reproduce" SL/300
31442R	"Right to Reproduce" Business Basic/300
31445R	"Right to Reproduce" RPG II/300
32100R	"Right to Reproduce" SPL/3000
32102R	"Right to Reproduce" FORTRAN/3000
32104R	"Right to Reproduce" RPG/3000
32105R	"Right to Reproduce" APL\3000
32111R	"Right to Reproduce" Basic Interpreter and Compiler
32190R	"Right to Reproduce" DS/3000
32192R	"Right to Reproduce" MRJE/3000
32193R	"Right to Reproduce" MTS/3000
32205R	"Right to Reproduce" Scientific Library
32213R	"Right to Reproduce" COBOL/3000
32380R	"Right to Reproduce" EDC/3000, Engineering Data Control
32384R	"Right to Reproduce" IOS/3000, Inventory Order Status
32388R	"Right to Reproduce" MPR/3000, Material Requirements Planning
32392R	"Right to Reproduce" SPC/3000
91740A	HP 1000 M-Series DS/1000 Software and Firmware
91740B	HP 1000 E- and F-Series DS/1000 Software and Firmware
91740P	DS/1000 Firmware for M-Series Computers, and "Right to Reproduce" 91740A Software once
91740R	DS/1000 Firmware for E- and F-Series Computers, and "Right to Reproduce" 91740B Software once
91741A	DS/1000 Software Enhancement for 1000/3000 Communications
91741R	"Right to Reproduce" 91741A Software
92067A	RTE-IV Software and Firmware
92067R	RTE-IV Firmware and "Right to Reproduce" 92067A Software once
92068A	RTE IVB/Session Monitor Software and Firmware
92068R	"Right to Reproduce" 92068A once
92069A	IMAGE/1000
92069R	"Right to Reproduce" 92069A once
92080A	DATACAP/1000 Software
92080R	"Right to Reproduce" 92080A once
92903A	DATACAP/1000 Software
92903R	"Right to Reproduce" 92903A Software once

The terms associated with Type I software, except for the Right to Reproduce, also apply to the software included with the following HP Systems.

250 Series Systems

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45252A	HP 250 Series Small Business Computer System, French Version
45253A	HP 250 Series Small Business Computer System, German Version
45254A	HP 250 Series Small Business Computer System, British Version
45255A	HP 250 Series Small Business Computer System, Swedish Version
45256A	HP 250 Series Small Business Computer System, Spanish Version
45257A	HP 250 Series Small Business Computer System, Italian Version

300 Series Systems

31032A	HP 300 Computer System (7910 Fixed Disc-Based)
31033A	HP 300 Computer System (7906 M-Based)

2000 Series Systems

19702A	HP 2026 Data Entry and Comm. System

3000 Series Systems

30307A	Upgrade to 3000 Series, III System
32412A	HP 3000 Series 33 System, U.S. Version
32413A	HP 3000 Series 33 System, International Version
32430A	HP 3000 Series III System

TYPE II SOFTWARE

20855A	Basic Control System
24396X	Diagnostics
91700A	Network Communication Package
91703A	Network Communication Package
91704A	Network Communication Package
91705A	Network Communication Package
91780A	RJE/1000 Communication Package
91730A	Multipoint Terminal Software
91731A	Multiplexer 1000 Software
92001B	RTE-II Software
92061A	RTE Microprogram Package
92062A/B	RTE Drivers
92063A	IMAGE 1000 Software
92064A	RTE-M
92065A	BASIC/1000M
92066A	ISA FORTRAN
92101A	Multi-User Real Time BASIC
92400A	Sensor Based DSA Utility Library
92409A	Plotter Software Library
92840A	GRAPHICS/1000 Software

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Between HP and Yolo County No. _____

YOLO COUNTY AGREEMENT NO. 79-451

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32193R	"Right to Reproduce" MTS/3000
32205R	"Right to Reproduce" Scientific Library
32213R	"Right to Reproduce" COBOL/3000
32380R	"Right to Reproduce" EDC/3000, Engineering Data Control
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92067R	RTE-IV Firmware and "Right to Reproduce" 92067A Software once
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92069A	IMAGE/1000
92069R	"Right to Reproduce" 92069A once
92080A	DATACAP/1000 Software
92080R	"Right to Reproduce" 92080A once
92903A	DATACAP/1000 Software
92903R	"Right to Reproduce" 92903A Software once

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45256A	HP 250 Series Small Business Computer System, Spanish Version
45257A	HP 250 Series Small Business Computer System, Italian Version

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31033A	HP 300 Computer System (7906 M-Based)

2000 Series Systems

19702A	HP 2026 Data Entry and Comm. System

3000 Series Systems

30307A	Upgrade to 3000 Series, III System
32412A	HP 3000 Series 33 System, U.S. Version
32413A	HP 3000 Series 33 System, International Version
32435A	HP 3000 Series III System

TYPE II SOFTWARE

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24396X	Diagnostics
91700A	Network Communication Package
91703A	Network Communication Package
91704A	Network Communication Package
91705A	Network Communication Package
91780A	RJE/1000 Communication Package
91730A	Multipoint Terminal Software
91731A	Multiplexer 1000 Software
92001B	RTE-II Software
92061A	RTE Microprogram Package
92062A/B	RTE Drivers
92063A	IMAGE 1000 Software
92064A	RTE-M
92065A	BASIC/1000M
92066A	ISA FORTRAN
92101A	Multi-User Real Time BASIC
92400A	Sensor Based DSA Utility Library
92409A	Plotter Software Library
92840A	GRAPHICS/1000 Software

Yolo County
Agreement No. 79-452

FILED

JAN 11 1980

PETER McNAMEE, Clerk
By Deputy

AGREEMENT BETWEEN
YOLO COUNTY DEPARTMENT OF MENTAL HEALTH SERVICES

AND

COMMUNITY SERVICES PLANNING COUNCIL, INC./
AREA 4 AGENCY ON AGING (HEREINAFTER REFERRED TO AS A4AA)
1820 J STREET
SACRAMENTO, CA 95814

It is mutually agreed by the parties hereto that Contract #180-4 is changed as follows:

a) Item C which reads "$ 12,900 is amended to read $ 19,350

b) Item D which reads "ending date December 31, 1979" is amended to read June 30, 1980.

c) Item E which reads "December 31, 1979" is amended to read June 30, 1980.

d) That portion of Attachment A pertaining to forms 4-13, 4-14a or b as appropriate, 4-15, and 4-16 are changed as reflected on forms 4-13, 4-14a or b, 4-15, and 4-16 dated November 1, 1979 enclosed with this Agreement.

e) That portion of Attachment B pertaining to Statement of Objectives is changed as reflected on the Statement of Objectives dated November 1, 1979 enclosed with this Agreement.

All other terms, conditions, and provisions of Contract #180-4 remain unchanged.

for COMMUNITY SERVICES PLANNING COUNCIL

Executive Director

12-27-79
Date

for SERVICE PROVIDER

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Date: DEC - 6 1979

for AREA 4 AGENCY ON AGING

Director

12-14-79
Date

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

ln/10.29.79
Enclosures

Form 4-13
9/1/78

180-4

APPLICATION FOR PROJECT AWARD UNDER TITLE III OF THE OLDER AMERICANS ACT

PART I - FACE SHEET

1. TITLE OF PROJECT:
Senior Citizen Health Outreach/Socialization Project

2.A. TYPE OF APPLICATION: Abbreviated Contract extension
O New O Revision
Ø Continuation O Supplement

B. DATES OF PROJECT PERIOD: FROM January 1, 1979 THROUGH June 30, 1980

3. APPLICANT AGENCY (Name, Street, City, State, Zip, Telephone):
Yolo County Mental Health Services
213 W. Beamer Street
Woodland, California 95695
916/666-8363

4. PROJECT DIRECTOR (Name, Title, Street, City, State, Zip, Telephone):
Catherine A. Mozden, MHN, BS
Older Adult Program
213 W. Beamer Street
Woodland, California 95695
916/666-8363

5. TYPE OF AGENCY:
Ø Public Agency O Private Non-Profit O Private For Profit

6.

	TITLE III	NON-FEDERAL MATCH	TOTAL	OTHER
PROPOSED OPERATING BUDGET FOR PROJECT PERIOD:	$ 19,350	$ 4,269	$ 23,619	$ 30.00

7. NAME, TITLE, ADDRESS OF OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT AGENCY:
Captane P. Thomson, M.D., Program Chief
213 W. Beamer Street
Woodland, California 95695

8. PAYEE (Specify to Whom Checks should be Mailed: Name, Title, Address):
Treasurer of Yolo County
P. O. Box 1007
Woodland, California 95695

9. TERMS AND CONDITIONS: It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of the Area Agency, the State Aging Unit and the Administration on Aging, U.S. Department of Health, Education and Welfare; 2) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency shall be deemed incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance with the DHEW Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the Area Agency may be terminated at any time for violations of any terms and conditions and requirements of this agreement.

10. SIGNATURE OF PERSON NAMED IN ITEM 7:
C P Thomson (NAME) 8-17-79 (DATE)

NOV 1 1979

DETAILED BUDGET FOR SERVICE/PROGRAM COMPONENT

From: January 1, 1979 To: June 30, 1980 Service/Program: Senior Citizens Health Outreach Socialization Project

NAME OF APPLICANT AGENCY: _____

I. BUDGET CATEGORY (1)	TITLE III Administrative Costs (2)	TITLE III Service Costs (3)	Non-Federal Match Cash (4)	Non-Federal Match In-Kind (4)	Project Income (5)	Total Project Costs (6)
a. Personnel	$2,902	$12,660	$1,197	$570	$30	$16,162
b. Fringe Benefits		3,788	$1,152			4,940
c. Equipment						
d. Consumable Office Supplies						
e. Other Consumable Supplies						
f. Staff Travel						
g. Other Travel Costs (Identify)			1,350			1,350
h. Consultants						
i. Contract Services						
j. Rent of Space						
k. Communication and Utilities						
l. Insurance						
m. Audit						
n. Other Identify						
V. TOTAL PROJECT COSTS	$2,902	$16,448	$3,699	$570	$30	$23,649
VI. LESS: PROJECT INCOME (Contributions)						30
VII. PROJECT NET COSTS						23,619
VIII. LESS: LOCAL NON-FEDERAL PARTICIPATION						4,269
IX. FUNDS REQUESTED FROM TITLE III						$19,350

Form 4-13

SCHEDULE OF NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
A. CASH RESOURCES	$
1. Fringe Benefits for Mental Health Nurse I	1,152
2. Travel Expenses for Mental Health Nurse I	1,350
3. Mental Health Nurse II (Project Director)	1,197
SUB-TOTAL	$ 3,699
B. IN-KIND RESOURCES	$
Volunteer Staff (Recreation Worker @ $5.00/hr. 114 hours)	570
SUB-TOTAL	$ 570
TOTAL	$ 4,269

NOV 1 1979

Form 4-16
7.18.79

ESTIMATED PROGRAM OUTPUT

		MIN I	MIN II
1.	Unduplicated number of older persons to be served directly.	300	210
2.	Unduplicated number of older low income persons to be served.	90	60
3.	Unduplicated number of older volunteers to serve project.	2	0
4.	Unduplicated number of older persons to be reached through mass media.	1,000	1,000
5.	Geographic area (Target Area) to be served.	Yolo County	Yolo County
6.	Will project serve Target Area? Yes X No		
7.	Service to be provided through: Senior Center X Day Care Center	Other	M.U. Center / House visits

8. Ethnic Composition of Elderly to be served by project:

	Number
Negro/Black	6
Native American	
Mexican-American	60
Oriental	
All others: Specify	300-320
Estimated 17% minority senior citizen participation	

9.

If more than one service or activity is proposed, please list below:	# of older persons served.
Socialization Activities 1. Occupational Therapy 2. Medical/Nursing Supervision 3. Socialization Activities 4. Transportation 5. Liaison & Coordination with Comm. health providers	35 - 40
Outreach 1. Outreach home visits to isolated senior citizens	510

10. List project's linkage with other programs serving the elderly.

Name of other programs:

Davis Senior Citizens Center
Broderick Christian Center
Yolo County Public Health Services
Yolo County Welfare Department
Yolo County Economic Opportunity Commission
Mexican American Concilio - I & R Center
Visiting Nurses Association
Citizens Who Care
Woodland Senior Center

NOV 1 1979

DEPARTMENT OF HEALTH
MENTAL HEALTH SERVICES

COUNTY OF YOLO

Woodland, California

95695

☐ 501 W. BEAMER, P.O. BOX 1247, WOODLAND, CA (916) 666-8305
☒ 213 W. BEAMER, P.O. BOX 1247, WOODLAND, CA (916) 666-8383
☐ 308 C ST. BRODERICK, CA 95605 (916) 372-9200
☐ 610 5th ST., DAVIS, CA 95616 (916) 756-8504

Captain P. Thomson, M.D., M.S. Hyg., Program Chief

STATEMENT OF OBJECTIVES:

Through outreach visits to 300 isolated elderly persons, assess their health needs and make appropriate referrals to community health providers. A total of 600 visits will be made with an emphasis on the west and north areas of Yolo County.

To continue conducting a socialization group for 20 to 25 seniors identified as in need of such services. The group will meet twice weekly in Woodland in half day sessions. One hundred thirty-five (135) meetings will be held during the year.

A 3/4 time Mental Health Nurse will make the home visits. She will conduct the socialization group with the aid of volunteers.

Through outreach visits to 210 isolated persons, assess their health needs and make appropriate referrals. A total of 520 visits will be made with an emphasis in the east and central sections of Yolo County.

A full-time Mental Health Nurse II will conduct these home visits and supervise the Project nurse.

These objectives will be accomplished by June 30, 1980.

NOV 1 1979

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

Yolo County
Agreement No. 79-453

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of October, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

FILED
JAN 4 - 1980
PETER McNAMEE, Clerk
By Debra Crilly Kirkland DEPUTY

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Deputy Director	Department of Health Services	79-75901

hereafter called the State, and

Yolo County Health Department

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The period of this contract shall be November 1, 1979 to June 30, 1980.

2. The primary parties to this contract shall be the Yolo County Health Department, and the Epidemiological Studies Laboratory Section, Department of Health Services (DHS). Robert Bates, M.D., Yolo County Health Department, is designated the Project Director. The Department of Health Services reserves the right to approve any substitute director. Albert Starr (DHS) is designated the Department Project Coordinator.

3. Total payments under this contract shall not exceed $6,900.00.

4. The Contractor agrees to conduct a childhood lead screening program in Yolo County, as presented in the attached Exhibit A, entitled "Program Plan" consisting of 2 pages and made a part of this agreement by reference.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health Services	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Health Department
BY (AUTHORIZED SIGNATURE): Ron Kluxman	BY (AUTHORIZED SIGNATURE): Betsy C. Marchand
TITLE: Ron Kluxman, Chief, Contract Management Section, for: Deputy Director	TITLE: Chairman, Board of Supervisors, County of Yolo, State of California.
	ADDRESS: P.O. Box 1098, Woodland, CA 95695

CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY

This Contract Exempt From Department Of General Services Approval Per SAM 1206

DEC 2 1 1979

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$ 6,900	Support		General	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	257	259	1979	1979-80
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$	Operating Expenses			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$	7235-3510-A30701			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.: B.R. NO.:

SIGNATURE OF ACCOUNTING OFFICER: Lowell Flemmer — DATE: 12/20/79

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: Ron Kluxman — DATE: 12/21/79

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

5. The Contractor agrees to initiate medical and environmental follow-up for all children who are determined to have elevated blood lead levels, as specified in Exhibit A.

6. The Contractor agrees that State approved procedures will be used in screening and follow-up and in environmental source investigations.

7. The Contractor shall submit a progress report in writing at least quarterly to the Project Coordinator. Said progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports or interim findings, and an opportunity to discuss any difficulties or special problems so that remedies can be developed as soon as possible. In lieu of a written report, the Contractor and Project Coordinator may meet and discuss the above matters in person. In either case, the written report or meeting must be consummated on or before the tenth day of December 1979, the tenth day of March 1980, and the tenth day of June 1980.

8. The Contractor agrees to provide the State with summary reports specifying the screening results for children whose FEP and/or blood lead levels do not exceed the minimums specified by the State, and to provide the State with individual reports on children determined to have FEP and/or blood lead levels exceeding the specified minimums, such reports to include information on the analytical results, the environmental investigations, and the follow-up findings. Such reports shall be provided not less frequently than quarterly.

9. The Contractor agrees to provide a written final report, on or before July 30, 1980. Such report shall include information on:

   a. The number of children screened, classified by age, sex, and such other characteristics as mutually agreed upon.

   b. The number of FEP analyses performed, and the results of the analyses.

   c. The number of blood lead analyses performed, and the results of the analyses.

   d. The number of environmental samples analyzed and the results of the analyses.

   e. The number of home visits made by nurses, sanitarians, and other staff.

   f. The number of children referred for diagnosis and treatment of lead burden.

   g. The number of children in follow-up status at the end of the contract period.

h. The number and type of educational efforts conducted, the number of participants, and the estimated population reached.

10. The Contractor agrees to bill State Child Health Disability Prevention Branch for services for children eligible for CHDP reimbursements, using standard CHDP form PM 160.

11. The Contractor agrees that all biological laboratory tests shall be performed in laboratories participating in the appropriate State Air and Industrial Hygiene Laboratory proficiency testing network, or in a proficiency testing network determined by AIHL to be acceptable.

12. The Contractor agrees that any and all travel and per diem paid under this agreement shall be at State Board of Control rates for regular employees then in effect. No travel outside the State of California shall be authorized under this agreement.

13. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly in arrears, upon submission of an invoice in triplicate stating the time period covered and the contract number, for actual expenditures in accordance with the budget attached hereto and shown as Exhibit B, to: Epidemiological Studies Laboratory, Department of Health Services, 2151 Berkeley Way, Berkeley, California 94704. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in Paragraph 3 of this agreement.

14. All reports, invoices, or other communications are to be delivered to the Project Coordinator, Room 331, Department of Health Services, 2151 Berkeley Way, Berkeley, California, 94704.

15. The attached Fair Employment Practices Addendum (Standard Form 3) by reference hereto is incorporated as part of this agreement.

16. This contract may be cancelled at any time by either party, by giving 30 days advance written notice to the other party.

EXHIBIT A

PROGRAM PLAN - YOLO COUNTY CHILDHOOD LEAD STUDY

In the spring of 1979 the Yolo County Department of Public Health carried out its first childhood lead screening study. The study was supported by funds from the California State Department of Health, Childhood Lead Project. With the use of the hematofluorometer purchased with State funds, 352 individuals had their blood test for erythrocyte protoporphyrin levels. Of these 352 individuals, there were 5 elevated erythrocyte protoporphyrins. The subsequent lead levels obtained on these 5 individuals were all within a normal range. The hematocrit values on these 5 individuals were generally those which would be considered borderline for anemia (e.g., 30-33%). The individuals studied were from various parts of Yolo County, with a disproportionately large number from the Woodland area, and a relatively small number from the Davis area. The individuals screened were generally those of lower socio-economic status who would be expected to be most at risk for lead poisoning. Of the total 352 individuals tested, 49 were over the age of 6 years, 233 were age 3-6 years, 65 were age 1-3 years, and 5 were age 0-1 year. Although there were no elevated lead levels detected in Yolo County children by the above study, the conclusion cannot yet be made that there is no significant lead problem in Yolo County children. The main concern is the very small number of children screened in the highest risk age group (1-3 years).

In order to more fully evaluate the situation here in Yolo County we would like to have renewed State funding to screen 500 additional individuals. The study would mainly involve children age 1-6 years with a primary focus on those children 1-3 years. We would continue to screen throughout Yolo County with an emphasis on children from lower socio-economic families. We would plan to reach these children through the CHDP Program, well baby clinics, day care programs, Head Start, and at other special screening clinics which would be open to the public. The project director would be Robert Bates, M.D., the Director of Maternal and Child Health. The program coordinator and principal staff person would be a registered nurse hired under a contract and reimbursed by State Lead Project funds. We hope to be able to re-hire the same nurse who coordinated the program in the spring of 1979. Case follow-up and referral would be done mainly by this program coordinator with the help of the Health Department Public Health Nursing Division staff. Most of the environmental investigations would have to be performed by individuals outside of the present Environmental Health staff of the Health Department due to inadequate time to perform these investigations with the available staff. Although the State staff may be able to help out on some of these environmental investigations, we hope to be able to perform much of these activities through funding from the State Lead Project by contracting with a private individual of firm. We plan to carry out educational activities of a type and magnitude as appropriate from our results of lead screening. Certainly it will be appropriate to do some general public announcements and distribution of literature concerning lead poisoning. If specific problems are found within the County these educational activities will, of course, be intensified. The bulk of the educational activities will be performed by the contracted program coordinator nurse. The required reporting and record-keeping will also be performed by the contracted program coordinator. The time period of this second part of our Childhood Lead Study would be November 1, 1979 to June 30, 1980.

The financial help that we would require from the State Childhood Lead Project is minimal. We already have in our possession the hematofluorometer from our previous study. It is our understanding that we may continue to use this instrument. The medical supplies necessary to perform the screening tests can most easily be made available to us through the State staff. We will, however, require a small amount of office supplies. The main expense of performing this second phase of our lead study will be the personnel time for the nurse coordinator. We will also need to provide this individual with a travel allowance. The amount of time needed by our nurse coordinator is based on our prior experience and projections of time spent at the various screening sites mentioned above. We will also involve CHDP staff in the lead screening.

Exhibit B

Budget

Yolo County Childhood Lead Study

November 1, 1979 to June 30, 1980

Operating expenses	
Contractual services:	
40% time Nurse/Program Coordinator ($663/mo x 8 mo.)	$5,304
Environmental investigations	680
Travel and per diem	650
Office supplies	90
Educational supplies	176
Total operating expenses	$6,900
TOTAL BUDGET	$6,900

10/1/79

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* See Labor Code Sections 1411 - 1432.5 for further details.

FILED

JAN 8 - 1980

PETER McNAMEE, Clerk
By Debra Conlon Kirkland
DEPUTY

AGREEMENT NO. 79-454

(For Project Services)

THIS AGREEMENT, made and entered into this 4th day of December, 1979, by and between Emma M. Wilson, R.N., hereinafter referred to as PROVIDER, and County of Yolo, a Political Subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

1. COUNTY through its Health Services Agency, Public Health Division, is conducting a Childhood Lead Study under a grant from the State Department of Health Services.

2. COUNTY lacks the requisite available expertise to independently conduct the study.

3. PROVIDER represents that she has the requisite expertise to conduct the study.

4. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for project services, hereinafter referred to as PROJECT.

AGREEMENTS: COUNTY in consideration of PROVIDERS promises contained in hereinafter agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S PROJECT MILESTONES AND OBLIGATIONS:

   a. Within 14 days from the execution of this agreement PROVIDER will submit a working plan to perform lead screening exams on a minimum of 500 Yolo County Children under the age of 7 years during the term of this agreement.

   b. By June 16, 1980, PROVIDER will perform erythrocyte

protoporphyrin blood tests on a minimum of 500 children under 7 years of age who are residents of Yolo County.

c. PROVIDER will make appropriate medical and environmental follow-up referrals for all children who are determined to have elevated lead levels.

d. PROVIDER will submit to COUNTY'S herein designated representatives a written final report on or before June 16, 1979. Said report will include information on:

1) The total number of children screened during the term of this agreement by such classifications as COUNTY'S herein designated representive shall designate.

2) The number of FEP analyses performed during the term of this agreement and the results of the analyses.

3) The number of blood lead analyses performed during the term of this agreement and the results of the analyses.

4) The number of environmental samples analyzed during the term of this agreement and the results of the analyses.

e. PROVIDER will prepare and submit to COUNTY's herein designated representative by the last working day of each month during the term of this agreement a PROJECT status report which includes, but is not limited to, copies of consent forms completed, enumeration by category of tests performed by PROVIDER for enumerated numbers of clinics and children, and a progress report which includes a prognosis for PROVIDER'S success in meeting her herein recited obligations.

2. COUNTY'S PROJECT OBLIGATIONS:

a. COUNTY'S herein designated representative will be available to, and pay prompt attention to material submitted to him by PROVIDER in compliance with hereinabove recited deadlines.

b. COUNTY will provide necessary requested office and educational supplies requested by PROVIDER to a maximum total COUNTY cost of TWO HUNDRED and SIXTY-SIX DOLLARS ($266) for all such supplies and will provide clinical supplies as needed in the judgment of COUNTY's herein designated representative.

3. PAYMENT:

a. COUNTY will, upon submission of an invoice which details work performed in man hours for the preceeding month, and hereinabove recited PROJECT status report, pay PROVIDER at the rate of SIX HUNDRED and SIXTY -THREE DOLLARS ($663) per month and milage at TWENTY CENTS (20¢) per mile not to exceed SIX HUNDRED and FIFTY DOLLARS ($650) for the total term of the agreement.

b. The maximum total payment to PROVIDER under the terms of agreement 3 will not exceed FIVE THOUSAND NINE HUNDRED and FIFTY FOUR.

c. Where a PROJECT milestone is due for completion within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S milestone as completed.

d. COUNTY's execuse of any given condition precedent or subsequent in any given circumstances does not constitute

a waiver of either that condition precedent or subsequent any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

c. Approval of PROVIDERS records as audited to be accurate is a condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the auditors.

4. COUNTY'S DESIGANTED REPRESENTATIVE: will be whomever occupies the position of Public Health Physician II.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PORIVDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER will be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY: PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability or loss arising from PROVIDER'S performance under this agreement.

7. AMENDMENTS: The body of this Agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No additions to, or alterations

of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

8. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representative as applicable, at the last known mailing addres of either.

9. TERM: The term of this agreement shall commence upon execution and shall teiminate on June 30, 1980, unless sooner terminated by either party on thirty (30) days written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a politcal subdivision of the State of California

Betsy A. Marshand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

(Deputy)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

Emma M. Wilson
PROVIDER

*APPROVED
Director, State Health Department
Childhood Lead Study

*(Need not be signed, per Philip Schroeder & Al Starr of the State Dept. of Health) 1/4/80dck

AGREEMENT NO. 79-455
(WOODLAND VOLUNTEER BUREAU)

THIS AGREEMENT, dated for convenience this 4th day of December, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and WOODLAND VOLUNTEER BUREAU, a non-profit agency hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for emergency services such as emergency shelter, food, furniture and clothing and other necessities of life for persons within Yolo County who are in need of such services and have no other resources immediately available to provide for them.

B. PROVIDER is a non-profit agency capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform

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services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement

shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements and stipulations of the PROVIDER herein expressed does hereby agree to pay as total compensation to PROVIDER, the sum of Four Thousand Dollars ($4,000) in ten (10) monthly payments, for the months beginning September 1, 1979, and ending June 30, 1980. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month. Each payment shall be

in the amount of Four Hundred Dollars ($400.00).

17. TERM. The term of this contract shall commence on September 1, 1979, and end on June 30, 1980.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
12-6-79

ATTEST:
PETER McNAMEE, CLERK
BY _____
DEPUTY
(SEAL)

PROVIDER:

WOODLAND VOLUNTEER BUREAU

BY _____
Authorized Representative

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL

EXHIBIT A

(WOODLAND VOLUNTEER BUREAU)

WOODLAND VOLUNTEER BUREAU
747 CLEVELAND STREET
WOODLAND, CA 95695
(916) 662-4955

HOURS: With the assistance of the Woodland Police Department, services are available twenty-four hours a day seven days a week.

PROGRAM: The Woodland Volunteer Bureau serves all destitute persons who are without means for providing the necessities of life.

The Bureau provides food, clothing, housing, transportation services, gasoline, and emergency funds for those destitute persons referred to them by the County and other community based agencies.

The Bureau has some 60 volunteers and a part-time paid coordinator.

FILED
DEC - 6 1979
PETER HOHAMER, Clerk
By [illegible] Deputy

AGREEMENT NO. 79-456

(YOLO COUNTY COALITION AGAINST HUNGER)

THIS AGREEMENT, dated for convenience this 4th day of December, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and YOLO COUNTY COALITION AGAINST HUNGER, a volunteer agency hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for emergency food for persons within Yolo County who are in need of such emergency food and have no other resources immediately available to provide for their sustenance.

B. PROVIDER is a volunteer agency capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform

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/ / / / /

/ / / / /

services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement

shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

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16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed does hereby agree to pay as total compensation to PROVIDER the sum of One Thousand Six Hundred Dollars ($1,600) in ten (10) monthly payments, for the months beginning September 1, 1979, and ending June 30, 1980. PROVIDER shall

submit a claim to the Director of Social Services of COUNTY at the end of each month. Each payment shall be in the amount of One Hundred Sixty Dollars ($160.00).

17. TERM. The term of this contract shall commence on September 1, 1979, and end on June 30, 1980.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
12-6-79

ATTEST:

PETER McNAMEE, CLERK

BY Rita E. Lucas
DEPUTY

(SEAL)

PROVIDER:

YOLO COUNTY COALITION AGAINST HUNGER

BY Dorothy L Taber
Authorized Representative

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Bruce Bonnichsen
DEPUTY COUNTY COUNSEL

EXHIBIT A

(YOLO COUNTY COALITION AGAINST HUNGER)

YOLO COUNTY COALITION AGAINST HUNGER
412 C STREET
DAVIS, CA 95616
(916) 753-2894

SERVICES:

FOOD COLLECTION: Food is collected and purchased to supplement donations given to those organizations who respond to food requests throughout Yolo County.

FOOD DISTRIBUTION: Food is delivered to the distribution points in an effort to provide balanced diets to the people in need. Fresh foods are distributed upon receipt.

INFORMATION: Standards for food distribution, including nutrition chart and recipes, are made available to food distribution groups throughout Yolo County.

BK

(1)

FILED

DEC - 7 1979

PETER McNAMEE, Clerk

By _____ Deputy

AGREEMENT NO. 79-457

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2782, Unit 3B

(Westwoods)

THIS AGREEMENT is made and entered into on this 4th day of December, 1979, by and between J & L Properties hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2782, Unit 3B, and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2782, Unit 3B, Public improvements consisting of concrete curbs, gutters, sidewalks, and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the Standards imposed by law, all in conformance with said Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County Pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

(1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance.

(2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $11,630.00 for said purpose.

5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2782, Unit 3B.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against Claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $500,000.00 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000.00 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2782, Unit 3B shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as herein required.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $700.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds requried herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignsof the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Betsy A. Marchand

BETSY A. MARCHAND,
CHAIRMAN OF THE BOARD OF SUPERVISORS

12-7-79

SUBDIVIDER

BY _____

BY Larry A Carter

ATTEST:

PETER McNAMEE:
COUNTY CLERK

BY _____, Deputy

Recommended for Approval to the Board
of Supervisors of the County of Yolo:

_____ 12-7-79
Director of Public Works

APPROVED AS TO FORM:

_____,
County Counsel

DATE: _____

ATE OF CALIFORNIA }
UNTY OF SACRAMENTO } ss

October 3, 1979, before me, the undersigned, a Notary Public in and r said state, personally appeared LARRY A. CARTER, known to me to be the esident of LARRY CARTER HOMES, INC. and JACK T. SWEIGART, known to me to the President of JACK SWEIGART & ASSOCIATES the corporations that exe- ted the within instrument and known to me to be the person who executed e within instrument and known to me to be the person who executed the thin instrument on behalf of said corporations said corporations being own to me to be the partners of J & L PROPERTIES, the partnership that ecuted the within instrument, and acknowledged to me that such corpor- ions executed the same as such partners and that such partnership execu- e same.

ITNESS my hand and official seal.

ignature _____

LINDA M. GOSPODNETICH
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires Oct. 25, 1981

Book

FILED
FEB - 6 1980
PETER McNAMEE, Clerk
By [signature]
Deputy

STATE OF CALIFORNIA
STATE LANDS COMMISSION

W 21681

PERMIT NO. PRC 5701.9

AGREEMENT NO. 79-457-A

Section 1

For such consideration, specific purposes and subject to such terms, covenants, conditions, reservations, restrictions and limitations as are set forth herein: THE STATE OF CALIFORNIA, hereinafter referred to as "Lessor," acting through the State Lands Commission pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Administrative Code, does hereby grant a permit to:

PERMITTEE DEPARTMENT OF FISH AND GAME-WILDLIFE CONSERVATION BOARD County of Yolo

whose mail address is: 1416 Ninth Street 292 West Beamer

Sacramento, CA 95814 Woodland, CA 95695

for the non-exclusive use of that certain land decribed in Section 4 of this Agreement.

PERMIT TYPE: GENERAL PERMIT - PUBLIC AGENCY USE

TERM: 49 Years; -0- Months; beginning November 1, 1979

ending October 31, 2028 ; unless sooner terminated as hereinafter provided.

COUNTY: YOLO

LAND TYPE: Submerged

(Form 51.14 4/76)

STATE OF CALIFORNIA - STATE LANDS COMMISSION

PERMIT NO. PRC 5791.9

Section 1 (Continued)

LAND USE OR PURPOSE: Launching facility

AUTHORIZED IMPROVEMENTS: Reconstruction and maintenance of an existing launching facility.

LIABILITY INSURANCE: EACH OCCURRENCE

Divided Limits:
Bodily Injury $----------

Property Damage $----------

OR

Combined Single Limit: $----------

SURETY BOND: $----------

CONSTRUCTION LIMITING DATES:

	Mo.	Day	Yr.
Beginning	Nov.	1,	1979
Completion	Oct.	31,	1980

COMPOSITION OF AGREEMENT: This permit consists of the following parts all attached hereto and by reference made a part of the whole agreement:

Section 1 - Summary of basic terms, as above.

Section 2 - Special provisions amending or supplementing Section 1 or 3.

Section 3 - Consideration.

Section 4 - Land Description.

Section 5 - Standard covenants.

Section 2

CHANGES IN FORM: Before the execution of this permit, the printed form was changed, revised and added to in the following manner:

1. The following is added to Section 5, Paragraph 16 (c):

   "Lessee covenants that all reasonable precautions will be taken to practice water conservation on the leased premises during the term of this permit."

2. The following covenant and condition shall be made a part of this permit document and designated as Paragraph 39:

   "The sovereign ownership claim of the State of California of the lands underlying Sycamore Slough extends landward to the ordinary high water mark. The description of the permit area found in Section 4 herein describes the permit parcel to the ordinary high water mark. This permit description is not to be deemed as an admission by the lessor or the lessee as to the boundary between private and State-owned lands. This permit is being entered into by both parties without prejudice to their respective claims of ownership."

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STATE OF CALIFORNIA - STATE LANDS COMMISSION

PERMIT NO. PRC 5791.9

Section 3

CONSIDERATION: Public Use and Benefit

ROYALTY: NONE

OTHER CONSIDERATION: NONE

STATE OF CALIFORNIA - STATE LANDS COMMISSION

PERMIT NO. PRC 5791.9

Section 4

LAND DESCRIPTION

A parcel of submerged land in the State-owned bed of Sycamore Slough, Yolo County, California, adjacent to the NW¼ of Section 14, T11N, R1E, MDM, projected into Rancho Jimeno, more particularly described as follows:

BEGINNING at a point on the southwesterly right-of-way line of the State Department of Transportation Highway Route 45, said point being 40 feet left of Engineers Centerline Station 7 + 61.89 as shown on Right-of-Way Map, sheet 10 of 11, District 03, Yolo County, on file at the District Office of the Department of Transportation, 703 "B" Street, Marysville, California; thence along the said southwesterly right-of-way line the following two courses:

1) N 38° 07' 30" W 83 feet;
2) Along a tangent curve concave to the southwest, having a radius of 410 feet, through a central angle of 13° 58' 28", an arc distance of 100.00 feet to a point 40 feet left of Engineers Centerline Station 9 + 54.65 P.O.C.; thence S 64° 20' 44" W 381.56 feet to the westerly boundary of the abandoned River Farms Branch of the Southern Pacific Railroad right-of-way; thence S 24° 17' 00" E 235 feet along the said railroad right-of-way to the centerline of Sycamore Slough; thence easterly along the centerline of said Sycamore Slough 450 feet to the point of beginning;

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark of Sycamore Slough.

END OF DESCRIPTION

Prepared C. J. Vargis Checked Edward D. Zimmerman

Reviewed Roy L. K. Date 9/22/78

STANDARD COVENANTS - STATE LANDS COMMISSION LEASE

1. AGREEMENT DEFINED: For the purposes of this lease, the terms "lease," "right of way," "easement," "permit," and "license" are interchangeable; where one term is used, it shall be deemed to include any one of the other terms, where appropriate.

2. MONETARY CONSIDERATION:

(a) Lessee agrees to pay the annual rental stated in Section 3 hereof to Lessor without deduction, delay or offset, at such place as may be designated by Lessor from time to time, in advance on or prior to the beginning date of this lease and anniversary of such beginning date during each year of the term hereof, except that Lessor, effective on each fifth anniversary of the beginning date of this lease, and at such other times as are hereinafter specified, may from time to time elect to change the amount of annual rental to be paid by Lessee hereunder. Any such change in rate shall be to the applicable rate, or by following the procedure for determining the applicable rate, of rental set forth in Title 2, California Administrative Code (now contained in Section 2005) at the time notice of any such change is given to Lessee. Such changed rate shall not become effective unless Lessor shall cause written notice of such change and of the new rate to be given to Lessee on or before ninety (90) days before the effective date of such rental rate change. Should Lessor fail to effect a change of such annual rental effective on any such fifth anniversary of the beginning date of this lease, the annual rental shall remain the same as the rental payable for each year during the immediately preceding five-year period, provided that for any years remaining before the next five-year anniversary of the beginning date of this lease the Lessor on written notice not less than ninety (90) days before the next rent becomes due, may fix a different rate of annual rental, which rate

shall be determined in the manner hereinbefore set forth, which rental at such new rate, unless thereafter changed in the manner herein provided, shall be payable each year thereafter by Lessee. Any change in the rate of rental effective on a date other than any fifth anniversary of the beginning date of this lease shall be without prejudice to Lessor's right to change said rental rate on each succeeding fifth anniversary of the beginning date of this lease as above provided. It is specifically agreed that in the event of the termination of this lease prior to its expiration date from any cause whatsoever, no portion of rental paid in advance shall be refundable.

(b) In the event that the parties to this lease are unable to agree upon a firm annual rental, quarterly royalty or other consideration at the expiration of the lease period agreed herein, and the Lessee remains in possession of the leased lands and continues to pay an interim rental, royalty or other consideration until a firm rental, royalty or other consideration is agreed upon by the parties, then at such time when the Lessee submits payment for any or all retroactive rentals, the State shall collect interest on said retroactive payments at the rate specified in Public Resources Code Section 6224. This shall not be construed as a limitation upon any other remedy which the State may have against a holdover Lessee.

(c) It is agreed by the parties hereto that any installments of rental, royalty or other monetary consideration accruing under the provisions of this lease that shall not be paid when due shall be subject to a penalty and shall bear interest at the specified rate from the date when the same was payable by the terms hereof, as provided in Public Resources Code Section 6224 and Subsection (d) of Paragraph 2 of this lease, until the same shall be paid by the Lessee.

(d) The failure to pay the rentals, royalties or other consideration specified in this lease shall subject the Lessee to a ten (10) percent penalty on the accrued and unpaid balances, for the rental, royalty or other consideration

payable after January 1, 1976.

3. ROYALTY: Lessee shall pay to Lessor, in addition to the annual rental or other consideration as stated herein, a royalty in the amount per cubic yard, per ton, or other unit of measurement as set forth in Section 3 hereof for all materials removed from the land subject to this agreement and placed on lands not owned by Lessor, if authorized herein, according to the following schedule:

Within twenty-five (25) days following the end of each quarter ending on March 31, June 30, September 30 and December 31, Lessee shall pay said royalty for all materials removed from land subject to this agreement during the preceding quarter. Each payment shall be accompanied by a detailed statement subscribed and sworn to by Lessee or his agent attesting to the accuracy of the payment.

4. OTHER CONSIDERATION: Lessee agrees to pay other consideration in the amount, method and manner as provided for in Sections 2 and 3.

5. NON-MONETARY CONSIDERATION: If a monetary rental, royalty or other consideration is not shown in Section 3 of this Agreement, the sole and entire consideration to Lessor for the within lease or permit shall be the public use, benefit, health or safety, as appropriate. However, the Lessor reserves the right to review the consideration at any time and to set a monetary rental if the State Lands Commission shall at its sole discretion determine that such action is in the best interest of the State.

6. BOUNDARIES: The description of the land in Section 4 herein has been made without a survey and without a determination of boundaries of the land subject to this agreement. This lease is not intended to constitute the establishment of the State's boundaries and is made without prejudice to any boundary claims which may be asserted in the future.

7. LAND USE: Lessee agrees to use the land described in Section 4 only for the purpose or purposes stated in Section 1 or 2 and for the

construction, operation and maintenance of the improvements listed in Sections 1 or 2, as appropriate. If such use is not commenced by Lessee on the land subject to this agreement within ninety (90) days of the beginning date of this lease or within ninety (90) days of the beginning construction limiting date, if such date is authorized in Section 1, or if such use on said land shall be discontinued for a period of ninety (90) days, this lease and the term thereof shall terminate upon notice to Lessee. No additional improvements shall be added without written consent of Lessor first had and obtained.

8. ADEQUACY OF CONSTRUCTION: All improvements shall be constructed and installed consistent with all applicable code requirements.

9. MARINA SANITARY FACILITIES: If this lease covers the operation of marinas, launching ramps or other like facilities which are used by the public, whether for profit or not, Lessee shall provide on-shore sanitary facilities.

10. FLOATING RESIDENCE: The structure authorized by this lease shall not, at any time in the future, be converted for use as a residence, nor be used for the purpose of mooring a floating residence or ark.

11. REPAIRS:

(a) Lessee shall maintain and keep in good sound repair all improvements upon the property. The removal of, or substantial alteration to, any existing structure shall not be undertaken without prior written permission of Lessor first had and obtained. The failure to obtain the written permission of the Lessor shall be grounds for termination of this lease.

(b) If at any time subsequent to the beginning date of this lease the improvements authorized herein shall fall into a state of disrepair or otherwise become an environmental or aesthetic degradation, as determined

by Lessor, then upon written notice by Lessor, Lessee shall have sixty (60) days to repair and correct the conditions cited by Lessor. Failure to comply with the written notice of Lessor shall be grounds for termination of this lease and Lessee shall at the option of the Lessor remove all structures and fill located on lands covered by this lease.

12. RIGHT OF INSPECTION: Lessor through its authorized agents shall have the right at all reasonable times to go upon lands owned by the Lessee and upon the leased land for the purpose of inspecting the land and improvements or carrying out any function required by statutes or the rules and regulations of the State Lands Commission.

13. EXISTING ENCUMBRANCES: This lease is subject to existing contracts, leases, licenses, easements, encumbrances and claims which may affect the leased land, and this lease is made without warranty by Lessor of title, quiet enjoyment, condition or fitness of the land subject to this agreement for the intended use, or any other warranty or representation whatever, except that Lessee faithfully keeping all the terms, provisions and conditions of this lease on Lessee's part to be performed, Lessor agrees not to interfere with Lessee's possession of the land subject to this agreement, except as herein may otherwise be provided.

14. RESERVATION OF NATURAL RESOURCES: Unless the use or purpose of this agreement provides otherwise, there are hereby reserved to the State all natural resources, including but not limited to, timber, minerals, sand and gravel, geothermal resources, oil, gas and hydrocarbon products in or upon the land subject to this agreement, and the right to grant in, over, and across said lands, leases to extract or remove such natural resources, as provided by law and the rules and regulations of the State Lands Commission and without compensation to the Lessee.

15. OTHER RESERVATIONS: Lessor expressly reserves the right to grant easements or crossings in, upon and under the demised premises. Nothing herein contained shall be construed as limiting the powers of the State to lease, convey or otherwise transfer or encumber, during the life of this agreement, the hereinbefore described lands subject to this agreement for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to the Lessee by this agreement; provided, however, that nothing herein shall preclude the Lessee from excluding unauthorized persons from the lands subject to this agreement during any period where Lessee reasonably deems such exclusion necessary or desirable in connection with its authorized use of land subject to this agreement.

16. RULES AND REGULATIONS:

(a) Lessee shall observe and comply with all rules and regulations now or hereafter promulgated by any governmental agency having authority by law, including but not limited to State Water Quality Control Board, State Department of Fish and Game, U. S. Army Corps of Engineers and the State Lands Commission.

(b) Lessee recognizes and understands in accepting this lease that his interest therein may be subject to a possible Possessory Interest Tax that the city or county may impose on such interest, and that such tax payment shall not reduce any rent due the Lessor hereunder and any such tax shall be the liability of and be paid by the Lessee.

(c) Lessee covenants that all reasonable precautions will be taken to prevent pollution and contamination of the environment.

17. MODIFICATIONS AND REMOVALS: Any modifications of natural or existing features of the real property described in this lease, including but not limited to the removal of timber and other flora, which are inconsistent with the authorized uses under this lease are expressly

prohibited without the prior written consent of the Lessor.

18. ACCESS TO OTHER STATE LANDS: If the leased premises abut or adjoin any other State-owned lands which do not have a right of access for ingress and egress, Lessee shall provide adequate public vehicular and pedestrian access across, over and upon the lease premises for the benefit of said lands.

19. RIGHTS-OF-WAY:

(a) If the lease is for a right-of-way covering one or more pipelines or conduits, the property right granted herein applies only to land actually underlying the pipelines or conduits, and there is hereby granted a non-exclusive right to go into and upon the land subject to this agreement on either side of said lines or conduits and within the parcel described in Section 4 as reasonably necessary for installation, inspection and maintenance of the pipeline or conduits.

(b) Reasonable passage across and along any right of way granted by this agreement shall be reserved to the public.

20. INDEMNITY, BOND AND INSURANCE:

(a) Whether or not a bond or insurance as described herein is required, Lessee shall indemnify, save harmless and at the option of the State, defend, the State of California, its officers, agents and employees against any and all claims, demands, loss, action or liability of any kind which State of California, or any of its officers, agents or employees may sustain or incur or which may be imposed upon them or any of them arising out of or connected with the issuance of this lease, including, without in any way limiting the generality of the foregoing, any claim, demand, loss, or liability arising from any failure of title or any alleged violation of the property or contractual rights of any third person or persons in the leased lands.

(b) If so specified in Section 1 or 2, Lessee shall file with Lessor and maintain in full force and effect at all times during the term of this lease or any extension thereof, and an additional period of one hundred twenty (120) days or until the State has accepted a quitclaim deed and sufficient evidences of removal of improvements requested to be removed, whichever is longer, a good and sufficient surety bond drawn in favor of the State of California in the sum stated in Section 1 or 2 hereof, to guarantee to Lessor the faithful performance and observance by the Lessee of all of the covenants and conditions implied or specified in this lease, and which specified or implied covenants and conditions are mandatory upon and are to be kept and performed by the Lessee. Upon any increase in rental as provided in Paragraph 2, Lessor reserves the right to increase the sum of the surety bond.

(c) If so specified in Section 1 or 2, Lessee shall obtain at his own expense and keep in full force and effect during the term of this lease, for the protection of Lessee and the State in an insurance company acceptable to Lessor, comprehensive public liability insurance covering the leased premises and their surrounding area with limits of not less than the amounts stated in Section 1 or 2 hereof. The policy or policies shall specifically name the State as an insured party as to the land under lease; and the policy or policies shall specifically identify the lease by number, and a certificate or certificates of insurance must be provided by the Lessee to Lessor.

(d) Lessee agrees that the liability insurance coverage herein provided for shall be in effect at all times during the term of this lease, and until said leased land is restored as nearly as possible to the condition existing prior to erection or placement of the improvements thereupon or until Lessor, in writing, elects to accept the leased land or any portion thereof as then improved with structures, buildings, pipelines, machinery,

facilities and fills in place. If Lessor elects to accept only a portion of the leased land as then improved, Lessee's responsibility to insure the premises shall terminate as to those portions that the Lessor accepts intact, but shall continue in the remaining portions until said portions are restored as nearly as possible to the condition existing prior to the erection or placement of improvements thereupon. In the event said insurance coverage expires at any time or times during the term of this lease, Lessee agrees to provide, at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for a period of not less than one (1) year, or for not less than the remainder of this lease, and until the leased land is restored or until Lessor, in writing, elects to accept the leased land or any portion thereof as then improved as provided for herein. New certificates of insurance are subject to the approval of the State Lands Division, and Lessee agrees that no construction, improvements, additions, work or services shall be performed prior to the giving of such approval. In the event Lessee fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this lease upon the occurrence of such event.

21. ASSIGNMENT, TRANSFER OR SUBLETTING:

(a) Lessee shall not assign, transfer, or sublet this agreement without the prior written approval of the Commission first had and obtained. Such written approval of the assignment, transfer or sublease shall be subject to any and all conditions required by the Commission, including, without limitation by reason of specification herein, the altering, changing or amending of this lease as deemed by the Commission to be in the best interests of the State.

(b) The leasehold interest hereby described is created as an appurtenance to littoral land. The leasehold interest is not severable from the rights and interest of the Lessee in the littoral land without the express written approval of the State Lands Commission first had and obtained. Any such severance without State Lands Commission approval shall be grounds for termination of the lease by the State Lands Commission.

22. TERMINATION BY LESSEE: Lessee may terminate this agreement upon giving Lessor not less than sixty (60) days written notice prior to the date of such termination. Lessee agrees that on the day selected by lessee for termination of this agreement under this paragraph, to peaceably and quietly leave, surrender and yield up to Lessor the land subject to this agreement in good order, condition, and repair, reasonable use and wear thereof and damage by act of God and the elements excepted, and execute and deliver to Lessor a good and sufficient release of all rights under this lease. Should Lessee fail or refuse to deliver the release as aforesaid, a written notice by Lessor reciting the failure or refusal of the Lessee to execute and deliver said release as herein provided shall from the date of recordation of such notice be conclusive evidence against Lessee and all persons claiming under Lessee of the termination of this lease and any claims and rights of Lessee in the land and improvements subject to this lease. In the event Lessee elects to terminate this agreement, such termination does not release Lessee from any unpaid but accrued rent, royalty payments or equivalent consideration which may be owed to the Lessor.

23. CANCELLATION BY STATE: If this lease covers land obtained by Lessor from the United States as or in lieu of school lands, Lessor reserves the right and power to cancel this lease at any time during the term hereof upon notice in writing to the Lessee of not less than ninety (90) days next prior to

the date such cancellation shall become effective, and Lessee hereby agrees, upon receipt of such written notice, that Lessee will vacate the demised premises on or before such cancellation date.

24. TERMINATION UPON SALE OR EXCHANGE: If this is a Grazing or Agricultural Lease, such lease is terminated by Lessor upon sale or exchange of the land subject to this agreement without advance notice to the Lessee as provided for by law and by the rules and regulations of the State Lands Commission.

25. PUBLIC AGENCY PERMITS: Where the sole and entire consideration to the Lessor for the within lease shall be the public use, benefit, health and safety, Lessee agrees and covenants to notify Lessor within ten (10) days in the event any monetary charge is made to the public for use of the leased land, either directly or indirectly.

26. OIL SPILL EMERGENCY: In the event of a spill or leak of oil or other liquid pollutants into waters over State lands, Lessee shall immediately notify the State Office of Emergency Services by telephone (800) 852-7550. Lessee shall subsequently send the State Lands Division a complete written report within thirty (30) days stating the source, cause, size of spill and action taken.

27. MARINE TERMINAL/WHARF OPERATIONS: If this lease is for a marine terminal or wharf operation handling petroleum, petroleum products, or any other potential pollutant, Lessee shall provide Lessor with an approved Oil Spill Contingency Plan/Spill Prevention Control and Countermeasure Plan and a Terminal Operations Manual in the form required by Federal and State Regulations and guidelines. Lessee shall periodically review such plans and advise Lessor of any changes to such plans.

28. RESTORATION OF PREMISES: Upon expiration or sooner termination of this lease, Lessor may elect to accept the leased land or any portion thereof, as then improved with structures, buildings, pipelines, machinery, facilities and fills in place or Lessor may elect to have any such improvements or any portion thereof, removed by Lessee at Lessee's expense. All such improvements to be removed shall be salvaged and removed by Lessee at Lessee's sole expense and risk within ninety (90) days after the expiration or sooner termination of this lease. If Lessee fails to remove such improvements or portion thereof designated by Lessor, and restore the leased land as hereinafter provided, within ninety (90) days after the expiration date or sooner termination of the lease or notice by Lessor of his intention to accept a portion of the premises as then improved, whichever is shorter, Lessor may remove or have removed all or a portion of the improvements and charge the expense of such removal to Lessee. In making such removals, Lessee shall restore said leased land as nearly as possible to the condition existing prior to erection or placement of the improvements thereupon.

29. HOLDING OVER: Any holding over after the expiration of the term of this lease by the Lessee, with the consent of the State, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified as far as applicable with rental at the rate of 1/12 of the annual rental stated in Section 3 payable in advance on the first day of each month.

30. REPOSSESSION: In the event of failure of the Lessee to pay rental, or in the event or a breach of any of the other covenants contained within this agreement, or failure of Lessee to observe the terms, conditions, restrictions or time limitations herein contained, to be kept, performed and observed, it shall be lawful for Lessor to re-enter into and upon the demised

premises, and to remove all persons and property therefrom, and to repossess and enjoy the herein described demised premises as in the first and former estate of the State.

31. QUITCLAIM: Upon the natural expiration or termination of this lease by Lessor, in addition to any other remedy which Lessor may have, as provided by law or the terms of this lease, Lessee shall within ninety (90) days of the natural expiration or sooner termination of this lease by Lessor execute and deliver to Lessor a good and sufficient release of all rights under this lease. Should Lessee fail or refuse to deliver the release as aforesaid, a written notice by Lessor reciting the failure or refusal of the Lessee to execute and deliver said release as herein provided, shall from the date of recordation of such notice be conclusive evidence against Lessee and all persons claiming under Lessee of the termination of this lease and any claims and rights of Lessee in the lands and improvements subject to this lease.

32. RENEWAL: Lessee or his heirs or assigns, or any successor in interest thereto, shall have the right to renew this agreement for the additional periods and years stated in Section 1 hereof upon such reasonable terms and conditions as the Lessor, or any successor in interest thereto, might impose. Such option to renew must be exercised by Lessee by giving written notice to Lessor at least six (6) months prior to the termination date of the lease, or such option is waived by Lessee.

33. WAIVER OF BREACH: The waiver by Lessor of any default or breach of any term, covenant or condition shall not constitute a waiver of any other default or breach whether of the same or any other term, covenant or condition, regardless of Lessor's knowledge of such other defaults or breaches. The subsequent acceptance of monies hereunder by Lessor shall not constitute a waiver

of any preceding default or breach of any term, covenant or condition, other than the failure of Lessee to pay the particular monies so accepted, regardless of the Lessor's knowledge of such preceding default or breach at the time of acceptance of such monies, nor shall acceptance of monies after termination constitute a reinstatement, extension, or renewal of the lease or revocation of any notice or other act by Lessor.

34. NOTICES: All notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail with postage prepaid and addressed to the principal office or headquarters of the State Lands Commission, or to the Lessee as addressed on Section 1 hereof, as appropriate.

35. CHANGES: This agreement may be terminated or the provisions changed, altered, or amended by mutual agreement of the parties hereto.

36. TIME - SUCCESSOR'S LIABILITY: Time is the essence of each and all the terms and provisions of this agreement, and the terms and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto; if more than one Lessee is named herein, the obligations of said parties herein contained shall be joint and several.

37. CAPTIONS: The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

38. SEVERABILITY: If any provision herein is judicially determined to be invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

39. CONSERVATION: Lessee covenants that all reasonable precautions will be taken to practice water conservation and to prevent pollution and contamination of the environment.

STATE OF CALIFORNIA - STATE LANDS COMMISSION

PERMIT NO. PRC 5791.9

This permit will become binding upon the State only when duly executed on behalf of the State Lands Commission of the State of California;

IN WITNESS WHEREOF, the parties hereto have executed this permit as of the date hereafter affixed.

COUNTY OF YOLO

Betsy A. Marchand

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By R. L. Golder

Title CHIEF, DIVISION OF LAND MANAGEMENT AND CONSERVATION

Date: FEB 1 1980

The issuance of this permit was authorized by the State Lands Commission on January 24, 1980

state
STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this 11th day of December, in the year 1979 before me, Judy L. Kendall, a Notary Public in and for said , county and state, personally appeared BETSY A. MARCHAND, known to me to be the person whose name is subscribed to the within instrument, and also known to me to be the person who executed the within instrument on behalf of the County of Yolo therein named, and acknowledged to me that the above person executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

JUDY L. KENDALL
Notary Public
YOLO COUNTY — CALIFORNIA
My Commission Expires July 27, 1980

Judy L. Kendall
Notary Public, State of California

My Commission Expires July 27, 1979

(Public Corp. Agcy. and Polit. Subd. Acknowledgment)

Form 51.21 (4-76)

STATE OF CALIFORNIA - STATE LANDS COMMISSION
PERMIT NO. PRC 5791.9

This permit will become binding upon the State only when duly executed on behalf of the State Lands Commission of the State of California;

IN WITNESS WHEREOF, the parties hereto have executed this permit as of the date hereafter affixed.

DEPARTMENT OF FISH AND GAME -
WILDLIFE CONSERVATION BOARD

Chester M. Hart
Executive Officer

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By R. L. Golden
Title CHIEF, DIVISION OF LAND MANAGEMENT AND CONSERVATION
Date: FEB 1 1980

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

The issuance of this permit was authorized by the State Lands Commission on January 24, 1980

state
STATE OF CALIFORNIA
—) ss.
COUNTY OF Sacramento)

On this 16 day of November, in the year 1979 before me, W. John Schmidt, a Notary Public in and for said —, county and state, personally appeared Chester M. Hart, known to me to be the Executive Officer of the Wildlife Conservation Board that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the Department of Fish & Game therein named, and acknowledged to me that the Department executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the — County of Sacramento the day and year in this certificate first above written.

W. John Schmidt
Notary Public, State of California
My Commission Expires June 15, 1980

OFFICIAL SEAL
W. JOHN SCHMIDT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires June 15, 1980

(Public Corp. Agcy. and Polit. Subd. Acknowledgment)

Form 51.21 (4-76)

YOLO COUNTY AGREEMENT NO. 79-458

STANDARD AGREEMENT — AMENDMENT

STATE OF CALIFORNIA
STD. 2 (REV. 7/1/71)

CONTRACTOR'S COPY

CONTRACTOR
STATE AGENCY
DEPT OF GEN SVC
CONTROLLER

CHRGED
CCO EDP
DIST. J-1

THIS AGREEMENT, made and entered into this 2nd day of November, 19 79, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

D.C. 814

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opportunity	7800-7418

hereinafter called the State or CSOEO, and

Yolo County for Yolo County Economic Opportunity Commission

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 2

This agreement for an Energy Conservation Program entered into on September 4, 1978, amended on August 21, 1979, is hereby amended as follows:

FILED

JAN 8 - 1980

PETER McNAMEE, Clerk
By Debra Conley Kirkland
DEPUTY

The termination date as set forth in Article 1, Page 3 and changed by Amendment No. 1 is extended from December 31, 1979 to June 30, 1980.

All other terms and conditions shall remain the same.

JAN 1980
RECEIVED
EOCYC, INC.
WOODLAND, CA
95695

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY SACRAMENTO, CALIFORNIA 95814	(IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) Yolo County for Yolo County Economic Opportunity Commission
AUTHORIZED SIGNATURE [signature]	BY (AUTHORIZED SIGNATURE) Betsy A. Marchand
TITLE Director, CSOEO	TITLE Chairperson, Board of Supervisors
	ADDRESS P.O. Box 1098 Yolo County Courthouse Woodland, California 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED $	APPROPRIATION		FUND	
UNENCUMBERED BALANCE $	ITEM	CHAPTER	STATUTES	FISCAL YEAR
ADJ. APPROPRIATION BALANCE $	FUNCTION			
ADJ. ENCUMBRANCE BALANCE $	LINE ITEM ALLOTMENT			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			TRANS. NO.	ACCT. NO.
SIGNATURE OF ACCOUNTING OFFICER By			DATE	

I hereby certify that all conditions for exemption set forth in State Administrative Manual Sec. [illegible] have been complied with and this document is exempt from review by the Department of [illegible]

SIGNATURE OF OFFICER SIGNING PURSUANT TO DELEGATED AUTHORITY | DATE

FILED BK

DEC 6 1979

PETER McNAMEE, Clerk
By [illegible] DEPUTY

AGREEMENT NO. 79-459

(For Certain Transitional, Residential and Socialization Services)

THIS AGREEMENT, made and entered into this 4th day of December, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo Community Care Continuum, a private non-profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. Under the auspices of the Bates Act, Pt. 1: Div. 5, W&I Ch. 5, Sect. 5450, COUNTY has been allocated special funding by the State Department of Mental Health to develop, implement and operate a Community Residential Treatment System, hereinafter referred to as the SYSTEM.

2. COUNTY's responsibilities with respect to the SYSTEM and funds allocated to it are carried out in accordance with the State Mental Health and Community Services Systems Manual by COUNTY's Health Services Agency, Mental Health Division, hereinafter referred to as AGENCY.

3. Contemplated client service oriented elements of the SYSTEM include, but are not limited to: A long-term Residential Treatment Center, Satellite Housing Program, a Socialization Center, a Vocational Rehabilitation Program, and a Transitional Employment Program.

4. It is anticipated that implementation of the contemplated elements of the SYSTEM will be gradual; and their placement with contractors is not at the time of this Agreement entirely decided.

5. PROVIDER represents that it can provide the SYSTEM and the hereinbelow and above described specific services which comprise the SYSTEM.

6. COUNTY is prepared, at the time of execution of this Agreement, to contract for certain transitional, residential and socialization services hereinbelow

described. PROVIDER is prepared to undertake the obligation to provide said services.

7. PROVIDER represents that it either possesses all applicable required licenses or will possess provisional licenseses and will apply for full licensure prior to proceeding with any services hereunder contemplated.

8. PROVIDER represents that it keeps abreast of developments in Health Care Planning Requirements and will continue to do so. PROVIDER represents that it will comply with any such requirements which apply or come to apply to it and effect the rendering of services hereunder.

9. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representations and that COUNTY would not execute this Agreement if PROVIDER could not so represent.

10. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described transitional, residential and socialization services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto; and applicable State Department of Mental Health Bates Act Requirements, attached as Exhibit "C" and incorporated herein by references thereto, provide to clients of the SYSTEM, upon the written referral of AGENCY, the following listed services:

(1) RESIDENTIAL HALFWAY HOUSE PROGRAM: Emphasizing rehabilitation of

residents and their reintegration into the Community;

(2) SATELLITE HOUSING PROGRAM: Maintaining the availability of at least two Satellite Housing Units, one housing up to five (5) men and the other housing up to three (3) women at any given time;

(3) SOCIALIZATION CENTER: Offering regularly scheduled programs and group activities for clients of the SYSTEM, designed to minimize the isolation of chronic clients from the general population, to develop socialization skills necessary for cooperative interaction;

(4) CASE CONSULTATION AND INFORMATION EXCHANGE: Participating in the treatment planning process under the leadership of AGENCY'S herein designated representatives at times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

b. PROVIDER will designate a representative or representatives for administration and clinical matters within one week of execution of this Agreement, and so notify COUNTY'S herein designated representatives in writing.

c. PROVIDER will develop and institute an Equal Employment Opportunity Program Plan designed to ensure that staff or PROVIDER reflect to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual, and other social characteristics of the communities the PROVIDER serves. PROVIDER will submit a copy of the Plan to COUNTY'S herein designated representative within 90 days of the execution of this Agreement.

2. AGENCY'S SERVICE OBLIGATIONS:

a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with

the requirements and criteria promulgated from time to time by the State Department of Mental Health.

b. CASE MANAGEMENT: Provide Case Management in accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto.

c. CLINICAL SERVICES:

(1) Accept referrals from PROVIDER for the purposes of EVALUATION, DIAGNOSIS, PRESCRIPTION, and/or TREATMENT in accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto. Perform said evaluations, diagnosis, prescription, and/or treatment services;

(2) Coordinate and identify TREATMENT PLANS for clients of the SYSTEM:

(3) Provide CRISIS INTERVENTION and PSYCHIATRIC CONSULTATION and backup CLINICAL SERVICES in accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto.

d. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Mental Health.

b. Director of Mental Health may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign, but may sub-contract, its responsibilities on

the advance written authorization of COUNTY'S herein designated representative.

b. It is expressly understood by PROVIDER that a grant of permission to sub-contract by the AGENCY is not a release of PROVIDER from accountability for any of the obligations and conditions set out in this Agreement.

c. It is further expressly understood and agreed upon by PROVIDER that PROVIDER'S payment of its sub-contractors and proof of that payment are conditions precedent and subsequent to COUNTY'S obligation to pay PROVIDER for services rendered in any month for which such proof is required by AGENCY.

5. RECORDS:

a. PROVIDER shall for the later of four (4) years or the resolution of audit findings, maintain and retain records of services rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this Agreement.

b. PROVIDER shall make said records available for audit by COUNTY or STATE auditors upon the request of AGENCY'S designated representatives. Said request will provide at least one full working day's notice of the impending audit. STATE, AGENCY, or COUNTY shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records of PROVIDER which pertain to services performed and determination of amounts payable hereunder.

c. PROVIDER agrees to hold COUNTY harmless from any claim of liability including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon Chapter 9 of the Community Services Manual. This shall include, but is not limited to: (1) any order that COUNTY pay to any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent payments any amount of money; as a result of PROVIDER'S actual or alleged violation or non-conformance with any regulations or administrative rulings promulgated pursuant thereto or with any Federal, State or Local Laws, regulations, or ordinance made applicable thereby. PROVIDER agrees that it has read and understands Chapter 9 of the Community Services Systems Manual and will comply with the requirements contained therein.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this Agreement.

b. Without in any way intending to limit or abrogate the effect of the hereinabove recited agreement, PROVIDER shall, prior to commencing any of its

activities and services under this agreement, purchase and maintain for the duration of this agreement insurance acceptable to COUNTY covering all of such activities and services. The insurance policy or policies shall name COUNTY as insured party, and PROVIDER shall deliver to COUNTY a certificate of such insurance.

8. EQUAL OPPORTUNITY IN EMPLOYMENT: PROVIDER will not employ discriminatory practices and will take affirmative action to provide equal opportunity in employment of personnel, assignment of accommodations, or in any other respect on the basis of race, handicap, color, sex, religion, national origin, or ancestry, other than those benign, non-adverse, forms of discrimination collectively known in common parlance as "Affirmative Action," as sanctioned and authorized by State and Federal Statute and regulation and court decision.

9. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically set out herein, as in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum a plan for case management; provisions by which AGENCY shall be involved in the admission process; the selection screening process; a control system for the rent subsidies; the respective roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation, and Clinical Referral; the format for statistical reports required by this Agreement; procedures for AGENCY'S case managers to obtain access to clients; personnel, or records required to perform their function; procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and for return of information generated by those referrals; AGENCY'S operational

representatives and their function; and any role AGENCY is to play in review of PROVIDER'S professional activities.

10. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this Agreement. Said Action Plan binds parties as if fully set out herein, and may only be modified with the approval of the Yolo County Board of Supervisors.

///////////

Said Action Plan shall include, as a minimum, provisions that applicable admissions policies will be in writing, and available to the public; that the admissions policies will state that patients or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry; provision describing PROVIDER'S procedures for identifying clinical needs and referring clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY, that said referrals of the SYSTEM'S clients shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY, and that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER; provisions listing and describing the specific services which are the subject of this Agreement, the operational plan for rendering these services, and the capacity and classifications of person or names of sub-contractors who will provide said services; provisions listing required licenses, target dates for obtaining, and dates obtained provisionally and finally, a schedule for implementing the services which are the subject of the Agreement; and provisions stating that PROVIDER

shall utilize the Uniform Method of Determining Ability to Pay and, when billing patients, the Billing and Collection Guidelines prescribed by the Director of the State Department of Mental Health. The hereinabove described operational plan will be designed to have a rehabilitation focus which encourages clients to become more independent and to encourage client participation in the daily operation of the setting in development of treatment and rehabilitation planning and evaluation.

11. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of the Community Services Systems Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations' Section 205.50 regarding confidentiality of patient information.

b. PROVIDER shall utilize the Uniform Method of Determining Ability to pay and, when billing patients, the Billing and Collection Guidelines prescribed by the Director of the State Department of Mental Health.

12. PAYMENT:

a. Subsequent to an initial advance of $20,000 upon execution of this Agreement and within a reasonable time from PROVIDER'S submission of the invoice which attaches the statistical report described hereinabove in Agreement 1 b, details work performed in the preceeding month by program element, certifies that sub-contractors have been paid, and claims the amount due for the month, and upon the acceptance by the Director of Mental Health Services of the statistical report as complete and reflective of the satisfactory progress of PROVIDER towards its objectives, COUNTY will reimburse PROVIDER'S costs per

month for services rendered in accordance with the program element budgets attached as Exhibit "D" and incorporated herein by reference thereto. Changes within major object totals and transfers of less than 10% between major object totals may be made by PROVIDER upon written notice to AGENCY, except that no change may be made to the budgeted Fixed Assets Total.

b. The maximum total payment to PROVIDER under the terms of this Agreement will not exceed the lesser of the cost of operating the services which are the subject of this Agreement, or ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS ($136,148). The accumulation of monthly payments made by COUNTY to PROVIDER will be reconciled to PROVIDER operating costs by PROVIDER by vehicle of a cost report to AGENCY within ninety (90) days of the close of the COUNTY fiscal year. Any funds paid over cost will be returned by PROVIDER to COUNTY or credited against payments for any continuing relationship, at the election of COUNTY. Should allowable costs exceed payments made COUNTY will reimburse PROVIDER for those costs up to the total hereinabove recited maximum.

c. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress to be as agreed.

d. Approval of PROVIDER'S records as audited to be accurate is a condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the auditors.

e. Obtainment and maintenance of required licenses for PROVIDER to provide

the services which are the subject of this Agreement is a condition precedent/subsequent to COUNTY's payment for services rendered any month in which the licenses are not maintained.

f. Submission of the Equal Employment Opportunity Plan hereinabove described is a condition precedent to COUNTY'S obligation to pay the claim for the month in which the Plan is due.

g. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

h. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this Agreement, will be recognized as the creditor of first priority.

13. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understanding of the parties, their offices, agents, or employees shall be valid unless in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

14. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United

States mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

15. TERM:

a. This Agreement shall commence upon execution and terminate June 30, 1980, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
12-2-79

ATTEST:
PETER McNAMEE, CLERK

BY _____
DEPUTY

YOLO COMMUNITY CARE CONTINUUM

BY _____
PRESIDENT

MENTAL HEALTH SERVICES

BY _____
DIRECTOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY _____
DEPUTY COUNTY COUNSEL

WORKING PROTOCOL (Y.C.C.C. CONTRACT)

Referral of Mental Health (Agency) clients to the System (Y.C.C.C.) will be arranged through an initial contact made by a Continuing Care Case Manager with the Program Director, or his designated representative, of the appropriate Y.C.C.C. program element. This initial contact will involve an exchange of all pertinent information about the client as well as preliminary treatment planning, in which Case Manager and Program Manager will discuss appropriateness of referral, treatment goals, program resources to be used in the client's rehabilitation program, and a mutually acceptable method of monitoring client's progress and adjustment to program goals and requirements.

Periodic treatment planning meetings are to be scheduled, in which Case Manager, Program Manager, and other staff or persons involved in client rehabilitation will meet to discuss treatment plans and goals. In addition, other Agency staff such as Mental Health Services' Director, Adult Services Coordinator, Continuing Care Supervisor, or Mental Health Administrative Services Officer, may meet with appropriate program (System) staff to discuss program functioning, to facilitate referrals, and to promote exchange of information between Mental Health Services and Y.C.C.C.

Treatment Planning and implementation will be a cooperative effort by Case Managers and Y.C.C.C. Program Directors and staff. Their respective areas of responsibility are:

1) The Case Manager will be responsible for formulation of a general treatment plan for each of his/her assigned clients, and will coordinate this treatment planning and follow-up by arranging periodic meetings with those involved in each client's individual treatment. Major changes in treatment plans, including change in client's residential status, change of medication, referral for psychotherapy or other major treatment considerations will be discussed with referring Case Manager before such action may be taken. In emergency, program staff will take appropriate action and confer with Case Manager at the earliest opportunity.

2) Specific, on-site treatment planning and implementation will be the responsibility of the Program Director, and will be in accord with the general treatment plan. The Program Director will consult with the Case Manager as necessary.

Communication and coordination between the Agency and Y.C.C.C. on a systemic level will be the responsibility of the Adult Services Coordinator and the Executive Director of Y.C.C.C.

Rent subsidies will be provided by Mental Health Services to help cover vacancies in the Satellite House residential facilities. Such subsidy will be sufficient to pay half the fee usually charged residents for a period of up to four months. The Transitional Services Program Director may arrange to bill Mental Health Services for this cost. The maximum to be paid under this arrangement will be $1,000 per program year.

EXHIBIT "A"

ACTION PLAN (YCCC CONTRACT)

The System (YCCC) will provide rehabilitation services for mentally disordered clients, including residential placements, vocational rehabilitation programs, and socialization services. These services are to provide clients the opportunity to develop living skills which will enhance their emotional and financial independence.

The Executive Director of the System (YCCC) will be responsible for providing the Agency (Mental Health Services) with required statistical and financial reports. In doing so, he/she will serve as the primary contact between the System and the Agency and will work with the Adult Services Coordinator. He/she will also be responsible for arranging such licensure as is required for the operation of the residential facilities. He/she will develop the operational plan for development of the system, and will ensure that program design and evaluation criteria are in compliance with the evaluation guidelines specified by the State of California Department of Mental Health.

UTILIZATION REVIEW

-YCCC will cooperate with Agency in establishing a Utilization Review process which will provide a descriptive statistical overview of services.

ADMISSIONS POLICY

-YCCC will use written admission forms that cover basic issues such as: name, address (Yolo County residency requirement), age, sex, ethnic background, occupation, next of kin, etc., and other items to be determined by the Executive Director. The admission form will state that clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin or ancestory. Intake interviews and the completion of admission forms will be done by Program Directors or their designated representatives.

CLIENT NEED IDENTIFICATION

-Clinical needs of clients will be identified by program staff (in cooperation with Case Managers) at the initial referral, in the intake interview, and will be followed up in subsequent case conferences, client interviews and treatment planning sessions. Input shall include client's expressed needs, referring agency's evaluation, evaluation by YCCC program staff, information from client's family and community, and information from any other appropriate source.

EXHIBIT B

PROGRAM DESCRIPTIONS

I ADMINISTRATIVE SECTION

The administrative section, (initially an Executive Director, Secretary, contract accounting services), will coordinate, supervise and administer the Transitional Residential Services and Socialization Centers. This administrative section will also plan and implement the other elements of the proposed system: Long Term Residential, Vocational Training, and the Transitional Employment Program.

This complex system operated primarily by contract will require administrative direction and coordination in order to eliminate unnecessary duplication of services among the continuum of program elements and provide the most cost-effective Community Residential Treatment System. Additionally, a central administration will insure coordination of services and referrals, comprehensive fiscal management, and professional training and supervision of staff. These administrative services will be located either in one of the proposed residential facilities or nearby in a residential setting.

II TRANSITIONAL RESIDENTIAL SERVICES

Clients on their way to recovery, who require less restrictive environments than hospitalization or long term facilities but who still need the support of a structured living environment, will be served by the Transitional Residential Services.

A Program Director will be employed to administer, supervise, and expand Transitional Residential Services. These services will consist of the preexisting facilities, Sihaya House and Yolo Satellite Housing, as well as a Semi-Independent Living follow-up service.

This contract for a Transitional Residential Services program director will be in addition to the preexisting county contract with Sihaya House and will provide increased services in the following manner:

1) Administration and supervision of the programs of both Sihaya House and Yolo Satellite Housing (the latter has been provided by a community volunteer who is resigning).

2) Individual and group counseling and support for clients in Satellite Housing.

3) Individual and group counseling and follow-up support for those former clients of the TRS who need such services.

4) Coordination and assistance of TRS clients in their participation in other elements of the CRTS.

TRANSITIONAL RESIDENTIAL FACILITIES:

1) Sihaya House

The Davis Mental Health Corporation, which currently operates this facility, is joining the Yolo Community Care Continuum and Sihaya House will be a program of YCCC.

The existing transitional residential center, Sihaya House, will continue to operate for six clients. Clients will enter this phase when they are able to take part in programs in the general community, yet still require the support of counseling as well as a therapeutic setting. Persons in Sihaya House are expected to play a major role in the functioning of the household and to accept increasing levels of responsibility in Sihaya House as well as the community. Residents are encouraged to take part in socialization opportunities and general community resources for recreational and vocational activities. Sihaya House will be directed by the Transitional Residential Services Program Director and staffed by one full-time resident coordinator and three paraprofessionals.

The existing county contract will be retained and the new YCCC contract will provide for a Transitional Residential Services Program Director whose duties will include responsibility for Sihaya House. This added position will assume many of the responsibilities of the current project director, with the remaining duties being divided among the other staff at Sihaya. This will enable DMHC justifiably to increase the salaries and wages of the remaining staff of Sihaya.

2) Satellite Housing

The Yolo Satellite Housing Corporation is joining the Yolo Community Care Continuum and YCCC will be operating the facilities.

Satellite houses provide semi-supervised but structured living arrangements for persons who need less intensive support. Live Oak Lodge and Pine Tree Lodge are cooperative housing units serving as transitional, independent living arrangements for five males and three females at present. Residence in satellite housing is not time limited

and is intended for those who need only limited support in the community.

The Transitional Residential Services Program Director will be responsible for Satellite Housing and will provide coordination with other elements of the system and counseling for the residents.

A small rent subsidy is available to enable rooms to be held during vacancies, to cover gaps in SSI payments or to help with start-up costs.

3) Semi-Independent Living Follow-up

The Semi-Independent Living Follow-up service is intended to serve those "graduates" of the TRS who need assistance and support in their transition out of the system. This system would consist of individual and group counseling and guidance on an as-needed basis. The Transitional Residential Services Program Director would be responsible for the development and implementation of this service.

III SOCIALIZATION CENTERS

Socialization Centers will offer regularly scheduled programs and group activities for clients in the Community Residential Treatment System. This program will be staffed by a Program Director and three Paraprofessional staff. Events will be scheduled in such a way as to minimize the isolation of chronic clients from the general population. Transportation will be provided to facilitate client utilization of this facility. Approximately seventy-five people per year will utilize this program element.

JOB DESCRIPTIONS

ADMINISTRATIVE UNIT

1) Executive Director - Responsible for the overall design, implementation, and supervision of the Community Residential Treatment System. Reports to the Executive Committee of Yolo Community Care Continuum, Inc. (non-profit).

2) Secretary - Responsible for providing clerical services to administrative and clinical staff. Assists Executive Director.

TRANSITIONAL RESIDENTIAL SERVICES

1) Program Director - Responsible for operation of Transitional Residential Services: Sihaya House, Satellite Housing, and Semi-Independent Living. Coordinates and supervises program and staff of Sihaya House. Is responsible for administration and supervision of satellite housing. Provides support and counseling for persons in satellite housing and semi-independent living and coordinates their participation in other elements of the system.

2) Sihaya House Resident Coordinator - Responsible for the day to day functioning of Sihaya House and the development of its programs. Coordinates the development and implementation of treatment plans for each resident. Manages the selection and evaluation process of residents. Coordinates resident meetings and staffing hours. Provides fiscal management of Sihaya House activity programs and maintenance plan.

3) Sihaya House Paraprofessional Staff (3) - Responsible for the support and guidance of Sihaya residents as they develop the skills necessary for independent living. Responsible for the coordination and implementation of the Recreation, Education, and Information Resource programs of Sihaya.

4) Dietetic Technician - Responsible for purchasing food and planning meals for Sihaya House residents. Will assist TRS clients in such tasks as they develop independent living skills.

SOCIALIZATION CENTERS

1) Program Director - Responsible for design and coordination of socialization activities for clients. Also responsible for supervision of paraprofessional staff.

2) Paraprofessional Staff (3) - Responsible for scheduling and maintaining socialization activities for clients, as directed by the Program Director.

EXHIBIT C

STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF MENTAL HEALTH
714 P STREET
SACRAMENTO, CA 95814
(916) 920-6712

December 13, 1978

TO: LOCAL MENTAL HEALTH DIRECTORS
LOCAL MENTAL HEALTH PROGRAM CHIEFS
LOCAL MENTAL HEALTH ADMINISTRATORS
CHAIRPERSONS, MENTAL HEALTH ADVISORY BOARDS
CITIZENS ADVISORY COUNCIL
COUNTY ADMINISTRATIVE OFFICERS
COMMUNITY RESIDENTIAL TREATMENT SYSTEMS
ADVISORY COMMITTEE

FROM: Office of the Director

APPLICATIONS FOR FUNDING FOR COMMUNITY RESIDENTIAL TREATMENT SYSTEMS - DMH 78-15

The Legislature enacted AB 3052 (Bates) in the last legislative session. This act establishes legislative intent and guidelines for counties to establish Community Residential Treatment Systems within the mental health programs. The amount of $3 million was appropriated to implement this act during Fiscal Year 1978/79. Counties are encouraged to apply and to utilize contract providers whenever possible in their proposals.

Enclosed you will find: (1) information and guidelines for applying for program funding under this act, (2) application instructions and format, (3) a copy of AB 3052, and (4) a list of members of the Community Residential Treatment Systems Advisory Committee.

Service Area Program Analysts will initially review and comment on applications forwarded from counties. It is anticipated that applications and Program Analysts' comments will be reviewed by the Advisory Committee on January 25, 1979. This Committee will then forward its recommendations to me. I anticipate notifying counties of approved applications by mid-February of 1979. Approved programs will then be authorized as soon as the Short-Doyle plans have been formally amended to encompass the approved program.

Please contact your Service Area Program Analyst for assistance or clarification of the provisions or procedures related to implementing this act. In addition, consultation is available from members of the Advisory Committee and from the Office of Assemblyman Tom Bates.

County applications should be mailed c/o Don Z. Miller, Director, Division of Community Services, 714 P Street, Sacramento, CA 95814. Applications must be received in this Office on or before the close of business on January 10, 1979.

Dale H. Farabee

DALE H. FARABEE, M.D.
Director
Department of Mental Health

Enclosures

cc: Service Area Program Analysts

EXHIBIT C

EXHIBIT-C

Statutes have delineated the criteria which will be used in determining the eligibility of proposals for consideration for funding (Section 5453). In submitting proposals, counties must include descriptive narrative covering the following:

1. Survey of all existing residential treatment and day or socialization programs in the area served by the system. The survey shall indicate the manner in which the system elements will coordinate services with existing residential and day programs. (Section 5463)
2. Facilities (Section 5453a)
    a) settings, whether residential or day, shall be as close to normal as possible without sacrificing client safety or care.
    b) residential treatment centers shall be relatively small, preferably 15 beds or less, with a non-institutional appearance.
    c) facilities should be separate and free standing and not part of a large facility attempting to serve an entire range of clients.
    d) must be appropriately licensed, including provisional licenses. (Section 5464)
3. Staffing Patterns (Section 5453b)
    a) must reflect to the maximum extent feasible, at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the community the facility serves.
    b) must have multi-disciplinary professional consultation and staff to meet the specific diagnostic and treatment needs of the clients.
    c) use of paraprofessionals is encouraged.
4. Programs (Section 5453c)
    a) shall be designed to reduce dependence on psychiatric medication as a primary treatment tool.
    b) shall have a rehabilitation focus which encourages clients to become more independent.
    c) shall encourage client participation in the daily operation of the setting in development of treatment and rehabilitation planning and evaluation.
5. Coordination (Sections 5453d and 5459)
    a) describe methods of achieving specific linkages with the general treatment and social service system as a whole.

b) describe methods of coordinating the proposed system elements with in-place elements of the system. In particular, counties must demonstrate satisfactory pre-existing capability in the following two elements: (Section 5454)

(1) A crisis unit for evaluation, diagnosis, and disposition planning for persons in psychiatric crisis.

(2) A case management system directly supervised by a psychiatrist, psychologist or a social worker with a Master's Degree.

III. Evaluation (Section 5460)

1. County

a) describe how the system will be evaluated, both as individual elements and as a system.

b) identify as separate budget items the costs related to evaluation for: staff and county computer software. Costs for county computer hardware will not be allowable.

2. State

a) the Department of Mental Health will establish the evaluation criteria (including the mandated client outcome criteria) to be used in the statewide evaluation effort for the required report to the Legislature.

b) the Department of Mental Health will either conduct or contract for the required statewide evaluation.

IV. County Plan Amendment (Section 5461)

1. Proposals approved for funding must be amended into the county Short/Doyle plan developed for the year the system is implemented.

2. Funds for the approved system proposals will be allocated upon completion of county Short/Doyle plan amendments.

3. Counties are encouraged to develop contracts with public or private providers for the service elements outlined in the approved proposals.

4. Counties may wish to submit their proposals to their Board of Supervisors at the same time that they submit them to the Department as a means of expediting the county plan amendment if the proposal is approved.

V. Additional Guidelines

1. Applications are for the period January 1, 1979 through June 30, 1979. If funds are appropriated by the Legislature for continuation of the program through the 1979/80 fiscal year then approved applicants will receive continuation funding. If additional funds are appropriated it is anticipated that pending applications not funded because of the limitation of the original appropriation will receive first priority for funding. A new application cycle will be instituted if appropriate.
2. The applicant county shall indicate how it intends to continue the system after July 1, 1979, in the event that additional funds are not appropriated.
3. If county cost sharing is reinstituted, future funds appropriated under this act will be subject to the basic 90 percent cost sharing formula unless excepted by future legislation.
4. Funds allocated under this act may be used only for incremental purposes, not for supplanting existing funding.
5. The main thrust of the bill is to establish programs and services for clients. Therefore, major capital outlay expenditures will not be funded (e.g., facility construction or purchase, computer hardware, etc.).
6. The following program items may be funded:
   a) additional county staff for the development of the proposed program on a one-time, time-limited basis.
   b) additional staffing for programs.
   c) supplemental rates if the costs are separately identifiable as program costs and are over and above basic board and care costs.
   d) minor remodeling and renovation, e.g., necessary for meeting building code requirements.
   e) costs of transporting clients between program elements.
7. The applicant county shall indicate in its proposal how all elements of the community mental health residential treatment system described in Section 5458 will be otherwise provided if the county is applying for grant funds for only a portion of these elements.

APPLICATION INSTRUCTIONS

The proposal should include for each program element: 1) a front sheet entitled "Application for Community Residential Treatment System Funds" and 2) a "Detailed Mental Health Budget"; in addition, include a project narrative of no more than 10 typewritten pages and an appendix.

The Project Narrative should include the following information:

PROBLEM:

- Survey of all existing residential treatment and day or socialization programs in the area served by this system.
- Numbers in each target population and level of services provided.
- Identification of gaps in the service system.
- Description of applicant's experience in dealing with the problem.
- Identification of parties involved in developing this application.
- Social economic description of clientele (cultural, ethnic, linguistic).

GOALS:

- Description of what the program is attempting to achieve in broad terms. Relates to reducing or solving the identified problem.

OBJECTIVES: (what you plan to achieve to reduce the problem)

- Statements which are measurable, that describe the results of your effort, are time limited and possess a minimal level of acceptability.
- Specifically related to improving a client, service element or service system.

Good Example

Ten percent of clients will move from semi-independent living to independent living situations within the project period.

Poor Example

To provide halfway house residential care to 75 clients.

(NOTE: Good objectives talk about change in the client not just a description of an activity and the numbers served.)

METHODS: (how you plan to achieve objectives; description of activities that will take place; personnel, facilities, clients, treatment and delivery system (include in-kind services)).

- Describe what each person employed in project will do. Include those funded from other sources (appropriate social characteristics and skills needed to serve client, etc.).

- Describe facilities and setting (normalization principles should apply as well as licensure requirements and cultural appropriateness)
- Describe how the program will obtain and select clients for the program
- Describe how the treatment operation plan will reduce dependency on medication and is rehabilitation oriented, and actively involves clients.
- Describe the methods of coordinating activities and relationships that will take place. Identify specific linkages for providing a continuum of needed services (especially with treatment, residential and social services) and how the project will integrate with the existing system.
- Describe existing crisis unit and case management capabilities
- Explain how all elements of the community mental health residential treatment system described under Section I, Items 3-8 of the Guidelines will be provided if project is designed to meet only a portion of these elements.
- Indicate any additional or auxillary activities client will be involved in related to the program.

EVALUATION: (method and criteria to be used in determining whether each objective is being met)

- Who is doing the evaluation - internal or external
- What data collection or measurement instrument/criteria will be used for clients, individual elements and service system
- How will data be analyzed and summarized

CONTINUATION:

- Describe how the project program elements will be funded after July 1, 1979 should grant funds not be available (Note: The author of the bill intends to pursue legislation asking for continuation funding for the 1979-80 fiscal year.)

BUDGET:

- The program budget for each program element must reflect annualized gross cost with a two-third cost savings factor identified for the first eight months of the fiscal year. Thus, the net cost will be that amount required for operation of the program from March 1, 1979 through June 30, 1979.
- Identify those budget items for costs of conducting evaluation which have been included in your annualized gross costs and indicate these amounts in the area entitled "Other Expenses".

Here are some important points which should be noted:

Expenses for any project cannot be paid until the county plan is amended and the county has consumated a contract with a provider of service.

If grant funds are available for fiscal year 1979-80 projects will be funded at the annualized State General Fund level for the approved projects.

APPENDIX: (Submit following items if appropriate)

- Description of current services offered
- Include up-to-date organization chart including advisory units and how the proposed system fits into the agency and overall service delivery system
- Letters of working agreements with other agencies included in the project plan
- Statement of policies relating to eligibility, services, limitations, and fees
- Financial statement of sub-contractor if county is not the service provider
- List of sources of support and other sources of funding being sought which could supplement the project.
- Explanation or clarification of any items in the narrative or budget.

Formal applications are to be submitted in SIX CLEAR COPIES (no ditto copies please) and postmarked no later than January 10, 1979.

Applications should be mailed to: Don Z. Miller, Department of Mental Health, Division of Community Services, 744 P Street, Sacramento, California 95814.

PROPOSED

EXHIBIT D

80 FISCAL YEAR
57 COUNTY OF Yolo
DATE 11-13-79

CONTRACTOR: Yolo Community Care Continuum
PROVIDER NO: Not Available

PER REVENUE BIDS

ITEMS / PROVIDER TYPE	02 Rates Outpatient		01 Regular Outpatient								TOTAL	ITEMS
COST CENTER	00		00									
1 SALARIES & EMP. BENEFITS												1
2 OPERATING EXPENSES												2
3 EQUIPMENT												3
4 BUILDING												4
5 OTHER												5
6 REVENUES												6
7 GROSS COST	206,566		22,980								229,546	7
8 REVENUES	X	X	X	X	X	X	X	X	X	X	X	8
9 NET PROGR. COSTS COST	206,566		22,980								229,546	9
62 DIST. OF ADMIN. SUPPORT & PROPERTY & PLANNATION												62
66 ADJUSTED GROSS COST	206,566		22,980								229,546	66
68 REVENUES												68
69 A. GRANTS												69 A
70 B. PATIENT FEES	70,418										70,418	70 B
71 C. PATIENT INSURANCE												71 C
72 D. MEDICAL - FEDERAL												72 D
73 E. MEDICAL - NON-FEDERAL												73 E
74 F. MEDICARE												74 F
75 G. OTHER												75 G
76 A.+B.+C.+D.+E.+F.+G. - PERSONAL REVENUE	70,418	X	-0-	X	X	X	X	X	X	X	70,418	76
77 TOTAL REVENUES	136,148		22,980								159,128	77
80 NET COST												80
65 COST PER UNIT OF SERVICE $ SHARE LINE 66 BY 82	$ NPR-01	$	$ NPR-01	$	$	$	$	$	$	$	$	65

APPROVED BY: _____

Program Budget Form

This form has been adopted from State Department of Health Form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services.

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.

50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.

51. Subtotal Gross Cost
Item 45 minus item 50

65. Adjusted Gross Cost
Same as item 51

68-76 Revenues
Estimate and indentify by payor source the revenues that would be realized for services provided.

77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76

80. Net Cost
Item 65 minus item 77

82. Units of Service
Total patient days, visits or staff hours for services provided.

85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

BUDGET ACCOMPANYING YCCC CONTRACT

	Short-Doyle	Bates
Residential Halfway House		
Take over existing contract No. 79-252 with Davis Mental Health Corporation	$22,890	-0-
Satellite Housing Program		$1,000
Socialization Centers		73,352
Administration		48,404
Transitional Residential Service		13,392
Total requested for these components (This figure does not reflect the $22,890 Short-Doyle contract for the residential halfway house)		$136,148

FILED

DEC - 6 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-460

(EAST YOLO CONCILIO, INC.)

THIS AGREEMENT, dated for convenience this 4th day of December, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and EAST YOLO CONCILIO, INC., a non-profit Corporation hereinafter referred to as PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for emergency food for persons within Yolo County who are in need of such emergency food and have no other resources immediately available to provide for their sustenance.

B. PROVIDER is a non-profit corporation capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and

conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project,

and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed, does hereby agree to pay as total compensation to the PROVIDER the sum of Ten Thousand Dollars ($10,000) of which the PROVIDER agrees to expend Two Thousand Five Hundred Dollars ($2,500) on the direct purchase of food. The COUNTY agrees to make an initial payment of Two Thousand Dollars ($2,000) to the PROVIDER. The remaining Eight Thousand Dollars ($8,000) will be paid to the PROVIDER in eight (8) monthly payments, for the months beginning November 1, 1979, and ending June 30, 1980. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at end of each month. Each payment shall be in the amount of One Thousand Dollars ($1,000).

17. TERM. The term of this contract shall commence on November 1, 1979, and end on June 30, 1980.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

12-6-79

ATTEST:

PETER McNAMEE, CLERK

BY _____ (DEPUTY)

(SEAL)

PROVIDER:

EAST YOLO CONCILIO, INC., a non-profit Corporation

BY _____
Authorized Representative

APPROVED AS TO FORM
CHARLES H. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

EXHIBIT A

(EAST YOLO CONCILIO, INC.)

EAST YOLO CONCILIO, INC. (FOOD DISTRIBUTION)

350 C STREET

BRODERICK, CA 95605

HOURS: 1:00 p.m. - 5:00 p.m. Monday through Friday

SERVICES:

FOOD DISTRIBUTION: Emergency food and food supplies will be distributed to those citizens who have no other resource available.

Food will be provided for a maximum of three days unless a weekend is involved in which case five days is the maximum.

FOOD COLLECTION: Donations of food will be solicited and purchases made in an effort to insure that needy persons receive a balanced diet. The food closet will provide a central point for all food distribution in the East Yolo.

BK

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

Yolo County
Agreement No. 79-461

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT AMENDMENT

Group No. 1030

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

See attached "1980 Amendment".

The monthly payments are changed to those shown below.

FILED

DEC 11 1979

PETER McNAMEE, Clerk
By Deborah Kirkland
DEPUTY

COVERAGE: All Subscribers have "S" Coverage. All Family Dependents have "S" Coverage.
MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are shown below:

Basic Rate Structure		Total
Subscriber	$ 35.64	$ 35.64
Subscriber with one Family Dependent	Add $ 35.64	$ 71.28
Subscriber with two or more Family Dependents	Add $ 31.58	$ 102.86
Variables to Basic Rate Structure		
For each dependent child age 19 to 24 in a family of four or more Members	Add $ 17.82	
For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan.	Add $ -0-	
For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan:		
Subscriber	Subtract $ 9.46	
Subscriber's spouse (or child if there is no spouse)	Subtract $ 9.46	
Other Family Dependents	Subtract $ 5.40	
LIMIT ON SUPPLEMENTAL CHARGES for calendar year 1980:		
For Subscriber	$ 400.00	
For Subscriber and one Family Dependent	$ 800.00	
For Subscriber and two or more Family Dependents	$ 1,150.00	

Approved as to Form
Dated
County Counsel of Yolo County

Date Accepted December 11, 1979

Group Yolo County
Auditor's Office, Court House
Woodland, CA 95695

By X Betty A. Marchand
Group Representative
Chairman, Board of Supervisors

By

Executed at Oakland, California to take effect
as of February 1, 1980
Date November 26, 1979

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By John C. Custer
Authorized Representative, Northern California

KB

680 SS P/R MAT dr3 dep9+ M/R 26.18

H08311-1-80

KAISER FOUNDATION HEALTH PLAN INC.

A Nonprofit Corporation
Northern California Region

1980 AMENDMENTS

I. GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

1. Section 1, DEFINITIONS.

A. Section 1-K, **Medical Services**, is amended by adding the words "and other health professionals" after the words "paramedical personnel" and deleting the "and" before "paramedical personnel".

B. Section 1-S, **Supplemental Charges**, is amended by adding the phrase "set forth in the Benefit Schedule(s)" after the words "if any,".

2. Section 4, RATES AND PAYMENT.

Section 4-B, **Other Charges**, is amended by adding the following paragraph:

"Limit on Supplemental Charges. After a Member (or Family Unit) demonstrates that Supplemental Charges for Basic Health Services paid during the calendar year by the Member (or Family Unit) total 100% or more of the total annual payments which the Member (or Family Unit) would be required to pay for fully prepaid coverage for Basic Health Services during the calendar year, no additional Supplemental Charges are made to the Member (or Family Unit) for such services during the remainder of the calendar year. Health Plan will notify Group prior to January 1 of each year of the limit on Supplemental Charges under this paragraph for the calendar year. "Basic Health Services" include all benefits referred to in Sections A through S of the Benefit Schedule(s), except blood referred to in Section B, neuromuscular rehabilitation referred to in Section E-2, occupational therapy referred to in Section E-3, speech therapy referred to in Section E-4, prescribed medications referred to in Section F-1-b, contraceptive devices referred to in Section H-2, Extended Care Services referred to in Section K, and all mental health services referred to in Section N."

3. Section 6, EXCLUSIONS, LIMITATIONS AND REDUCTIONS.

A. Section 6-A(3), **Cosmetic Services**, is amended by removing the period at the end of the sentence and adding ", except that Members who undergo mastectomy on or after July 1, 1980 may receive reconstructive surgery only in accord with Section I of the Benefit Schedule(s)."

B. Section 6-A(6), **Experimental Procedures**, is amended as follows:

"(6) **Experimental Procedures and Procedures Not Generally and Customarily Available in the Service Area**. Medical, surgical and other health care procedures which are experimental or which are not generally and customarily available in the Service Area."

C. Section 6-A(9), **Corrective Appliances and Artificial Aids**, is amended by adding the following sentence:

"Members who undergo mastectomy on or after July 1, 1980 may receive prosthetic devices only in accord with Section I of the Benefit Schedule(s)."

D. Section 6-B(2), **Circumstances Beyond Health Plan's Control**, is amended as follows:

"(2) **Unusual Circumstances**. If, due to unusual circumstances, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of Hospital or Medical Group personnel, or similar causes, the rendition or provision of services and other benefits covered hereunder is delayed or rendered impractical, Hospitals, Medical Group and Physicians will use their best efforts to provide services covered hereunder but neither Health Plan, Hospitals, Medical Group nor any Physician shall have any liability or obligation on account of such delay or such failure to provide services or other benefits."

E. Section 6-C(1)(a), **Services Received at Facilities Contracting with Health Plan**, is amended by substituting the word "or" for the word "of" in the first line of the paragraph.

4. Section 7, **CONVERSION AND TRANSFER**.

Section 7-B, **Change of Residence**, is amended as follows:

"B. **Change of Residence**. Members who move from the Northern California Region to any geographical area not served by Health Plan, a related organization, or Kaiser/Prudential Health Plan may, if they desire, continue their Health Plan coverage. However, the only benefits provided outside the Service Area are those specified in Sections R and S of the applicable Benefit Schedule(s).

Members who move to another Health Plan Region or to the geographical area served by Kaiser/Prudential Health Plan must promptly apply to a health plan office in such Region to transfer their membership.

No right to service benefits under Sections R and S of the applicable Benefit Schedule(s) exists in another Health Plan Region or in the geographical area served by Kaiser/Prudential Health Plan after a Member has been a reisdent in the Region more than 90 days, unless the Member, by prior application to Health Plan, demonstrates special circumstances under which a longer period is "temporary" and the Member's continuing status of temporary residence is confirmed in writing by Health Plan."

9. Section 9, **TERM AND TERMINATION**.

A. Section 9-A(1)(b)(i), **Institutional Care**, is amended by adding the phrase "subject to payment of Supplemental Charges," after the word "treatment,".

B. Section 9-A(3), **Discontinuance or Partial Discontinuance of Health Plan Operations and Services**, is amended as follows:

"(3) **Discontinuance or Partial Discontinuance of Health Plan Operations and Services**. If Health Plan's governing Board determines that Health Plan would be unable or it would be impractical to continue providing or arranging any or all benefits and services being provided or arranged pursuant to this Agreement, then Health Plan may terminate this Agreement upon 30 days' written notice to Group, and except for benefits referred to in Section 9-A(1)(b)(i) & (ii) and Section 9-A(4) neither Health Plan, Hospitals, Medical Group nor any Physician shall have any further liability or responsibility by reason of or pursuant to this Agreement after the effective date of such termination."

II. BENEFIT SCHEDULE(S)

1. Section A, **MEDICAL CARE IN HOSPITAL, OFFICE AND SKILLED NURSING FACILITY**.

A. Section A-1, **Care While Hospitalized**, is amended as follows:

"1. **Care While Hospitalized.** During prescribed hospitalization specified in Section B, Medical Services, including surgical procedures, obstetrical care, anesthesia and consultation with and treatment by specialists, are provided without charge. Care for a newborn child is provided during the mother's confinement or during the calendar month of the child's birth whichever is greater.

B. Section A-2(a), **Diagnosis and Treatment**, is amended by adding the words "obstetrical care," after the word "procedures,".

C. Section A-2(b), **Preventive Services**, is amended by adding the words ", venereal disease tests, cytology examinations" after the words "check-ups".

D. Section A-3, **Care in Skilled Nursing Facility**, is amended by changing the words "the Skilled Nursing Facility" to "a Skilled Nursing Facility" and by changing the words "the Facility" to "a Skilled Nursing Facility".

2. Section B, **HOSPITAL CARE**.

A. The first paragraph of this section is amended by adding the following sentence:

"Care for a newborn child is provided during the mother's confinement or during the calendar month of the child's birth whichever is greater."

B. The second paragraph of this section is amended by changing the phrase "if blood is replaced" to ", including blood if replaced".

3. Section D, **X-RAY AND LABORATORY.**

The word "includig" is changed to "including".

4. Section F, **PRESCRIBED MEDICATIONS, IMMUNIZATIONS, DRESSINGS AND CASTS.**

A. **(This amendment applies only to groups without a prescription plan or to those groups with Prescription Plans 1 or 2. It appears in Section F-1(b)(ii) in Group agreements without a prescription plan and in amended Section F-1(b) in Group agreements with Prescription Plans 1 or 2.)**

The following phrase is deleted: ", except that if the regular charge is less than $1.00, Members pay the regular charge".

B. Section F-2, **Immunizations**, is amended by changing the phrase after the word Agreement from "was entered into or last renewed" to "became effective or was last renewed".

5. Section H, **OBSTETRICAL CARE, FAMILY PLANNING AND INFERTILITY STUDIES.**

A. The title is changed to **"FAMILY PLANNING AND INFERTILITY STUDIES".**

B. Section H-1, **Obstetrical Care**, is deleted.

C. Section H-2, **Family Planning and Infertility Studies**, is amended by deleting the number "2" and the title.

6. A new Section I, **RECONSTRUCTIVE SURGERY AND PROSTHETIC DEVICES FOLLOWING MASTECTOMY**, is added as follows:

"I. RECONSTRUCTIVE SURGERY AND PROSTHETIC DEVICES FOLLOWING MASTECTOMY

If all or part of a breast is surgically removed for medically necessary reasons, reconstructive surgery and necessary prosthetic devices incident to the mastectomy are provided, if prescribed by a Physician, subject to the payment of applicable Supplemental Charges, if any. A Physician determines whether reconstructive surgery and prosthetic devices are medically feasible and indicated, and the extent to which further reconstructive surgery or replacement prostheses are necessary."

7. Section J, **HEMODIALYSIS AND KIDNEY TRANSPLANTS.**

A. The third sentence in the second paragraph is amended by adding commas after the words "If", and "after referral".

B. The third paragraph is amended by adding the word "Benefit" before the word "Schedule".

8. Section M, **TREATMENT FOR ALCOHOLISM, DRUG ABUSE AND DRUG ADDICTION.**

This section is amended by deleting from the end of the first sentence the phrase "and is not covered more than three times in one calendar year for any condition for Members other than Medicare Members or Part A Members".

9. Section N, **MENTAL HEALTH SERVICES.**

A. Wherever they appear in this Section, the words "parapsychiatric personnel" are amended to "other health professionals".

B. Section N-2(a)(ii), **Care in Medical Offices or Emergency Departments.**

1. The last sentence is amended to read as follows: "A $5.00 charge is made for each broken appointment unless Medical Group's procedures for cancelling appointments are complied with."

2. A new sentence is added as follows: "A broken appointment counts as a visit for purposes of this benefit."

10. Section P, **HEALTH EDUCATION**, is amended as follows:

"HEALTH EDUCATION

Health education services for specific conditions such as diabetic counseling, post-coronary counseling, and nutritional counseling are provided upon payment of the registration charge, is any, specified in Section A-2.

When available, general health education services, not addressed to a specific condition, and Lamaze classes, weight control classes and anti-smoking classes are provided upon payment of a reasonable charge.

Education in the appropriate use of Health Plan services and health education publications which contain instructions on achieving and maintaining physical and mental health and on preventing illness and injury are provided without charge".

11. Section R, **SERVICE BENEFITS IN OTHER HEALTH PLAN REGIONS.**

A. The title is amended to read **"SERVICE BENEFITS IN OTHER HEALTH PLAN REGIONS AND IN THE AREA SERVED BY KAISER/PRUDENTIAL HEALTH PLAN".**

B. The first sentence of the first paragraph is amended to read:

"If a Member is injured or becomes ill while temporarily away from the Northern California Service Area and temporarily in another Health Plan Region or in the geographical area served by Kaiser/Prudential Health Plan, the Member may obtain hospital and medical services from physicians and hospitals that have a contractual arrangement with Health Plan or a related organization or Kaiser/Prudential Health Plan."

C. A new second sentence is added to the second paragraph as follows: "Kaiser/Prudential Health Plan conducts a direct-service medical and hospital care program in the Greater Dallas-Fort Worth area in Texas."

D. The third paragraph is amended as follows:

"Services and Supplemental Charges are those prevailing in the Region or at Kaiser/Prudential Health Plan for the coverage generally provided within the Region that is most nearly comparable to the Member's coverage in the Northern California Region."

12. Section S, **EMERGENCY SERVICES RECEIVED FROM PROVIDERS NOT CONTRACTING WITH HEALTH PLAN.**

A. Section S-1, **Emergency Services**, is amended by adding a new second sentence to the second paragraph as follows: "If the other source of coverage has denied the claim in whole or in part or has not made payment within a reasonable time after the submission of a completed claim, Health Plan will pay covered charges upon submission by the Member of (a) an executed assignment of the claim against the other coverage, and (b) a Health Plan claim in accord with Section S-3 below."

B. Section S-2, **Continuing or Follow-up Treatment**, is amended as follows:

"2. **Continuing or Follow-up Treatment.** Continuing or follow-up treatment is not covered. Payment is limited to Emergency Services required before the Member can, without medically harmful consequences, be transported to a Hospital or Medical Office in the Service Area, or, if the Member is near another Health Plan Region or the geographical area served by Kaiser/Prudential Health Plan, to a contracting hospital or medical office in the other Health Plan Region or to a hospital or medical office contracting with Kaiser/Prudential Health Plan. If the Member obtains prior approval from Health Plan or a Physician in the Service Area or in the nearest other Health Plan Region or a physician contracting with Kaiser/Prudential Health Plan, covered benefits include the cost of necessary ambulance service or other special transportation arrangements medically required to transport the Member to a Hospital or Medical Office in the Service Area or to a contracting hospital or medical office in the nearest other Health Plan Region or in the geographical area served by Kaiser/Prudential Health Plan for continuing or follow-up treatment."

BK

FILED
DEC 12 1979
PETER McNAMEE, Clerk
By [signature] DEPUTY

AGREEMENT NO. 79-462
(S.T.E.A.C.)

THIS AGREEMENT, dated for convenience this 11th day of December, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SOCIAL TEMPORAL EMERGENCY ALLEVIATION COMMITTEE, S.T.E.A.C., hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for emergency services such as emergency shelter, food, counseling, furniture and clothing, emergency loans, and other emergency services for persons within Yolo County who are in need of such emergency services and have no other resources immediately available to provide for them.

B. PROVIDER is a volunteer agency that provides emergency services to those persons who are in need, and referrals are made by Social Services staff by calling PROVIDER'S hot-line number.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide a telephone hot-line for emergency services to persons who are in need.

2. PROVIDER hereby promises and undertakes to use all of said funds to provide a telephone hot-line. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform

services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with mimimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 1271
WOODLAND, CA 95695
TEL. (916) 666-8172

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement

shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed does hereby agree to pay as total compensation to PROVIDER the sum of One Thousand One Hundred and Four Dollars ($1,104). Payment by COUNTY to PROVIDER each month shall be in the amount of PROVIDER'S cost of the telephone hot-line for emergency services, for the months beginning July 1, 1979, and ending

June 30, 1980, upon the rendition of the bill for the telephone hot-line. Payment shall be made on the 10th of each month for the previous month's service. Regardless of the amount of the monthly reimbursement, total compensation under the term of this agreement shall not exceed One Thousand One Hundred and Four Dollars ($1,104.00).

17. TERM. The term of this contract shall commence on September 1, 1979, and end on June 30, 1980.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsey C. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
12-12-79

ATTEST:

PETER McNAMEE, CLERK

BY Barbara Kluyskens
DEPUTY

(SEAL)

PROVIDER:

SOCIAL TEMPORAL EMERGENCY ALLEVIATION COMMITTEE, S.T.E.A.C.

BY Charlie Fischer
Authorized Representative

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Bruce Rosenthal
DEPUTY COUNTY COUNSEL

BK

FILED

DEC 12 1979

PETER McNAMEE, Clerk

By [signature] DEPUTY

AGREEMENT NO. 79-463

(Agreement for Service with Diogenes, Inc.)

THIS AGREEMENT, made and entered into this 11th day of December, 1979, by and between the County of Yolo, a political subdivision of the State of California, and Diogenes, Inc.

W I T N E S S E T H

I. RECITALS:

A. County desires to make provisions for general support services to youth currently being referred for shelter to Diogenes, Inc. by the county's Department of Social Services and Probation Department.

B. Diogenes, Inc. represents that it has the expertise and facilities to provide such support services.

C. Diogenes, Inc., agrees to carry out the services for the County of Yolo described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

A. Diogenes, Inc. agrees to render services to the County of Yolo in accordance with the Program Element Description, a copy of which is marked Exhibit A, and is attached hereto and incorporated by reference thereto.

B. The County of Yolo shall pay to Diogenes, Inc., the total sum of $11,486.00 in four (4) quarterly payments, for the quarters ending September 30, 1979; December 21, 1979; March 31, 1980 and June 30, 1980. Each payment shall be in the amount of $2,871.50. Payment will be made upon the rendition of a claim by Diogenes, Inc. at the end of each quarter.

C. Without limiting the agreement of Diogenes, Inc. to indemnify the County of Yolo, Diogenes, Inc., agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. Diogenes, Inc., further agrees that at all times

during the performance of this agreement, Diogenes, Inc. will, at its full costs, maintain Workers' Compensation Insurance fully covering all employees of Diogenes, Inc. Diogenes, Inc. agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice to the County in writing at least ten (10) days in advance of such cancellation or modification and agrees to abide with reasonable requirements imposed by the County upon said cancellation or modification.

D. Diogenes, Inc. agrees and warrants that it shall indemnify, defend and hold harmless County, its officers, agents and employees, from any and all claims, although groundless, losses, liabilities or damages, including costs and attorneys' fees arising in any way out of or resulting from the performance of this agreement, caused in whole or in part by any act or omission of Diogenes Inc. or anyone directly or indirectly employed by Diogenes, Inc., regardless of whether or not it is caused in part by a party indemnified hereunder.

Diogenes, Inc., further agrees to save County harmless from any claim of liability, including costs and attorneys' fees arising out of Diogenes, Inc.'s performance under this contract, including any action taken by the State of California pursuant to Welfare and Institutions Code Section 1805-1810, and as they may be amended, or Subchapter 5 of Chapter 2 of Division 4 of Title 15 of the California Administrative Code concerning funds received by Diogenes, Inc. pursuant to this agreement or for any activity or program undertaken thereunder. This shall include, but is not limited to, (1) any order that County pay over to the State of California any amount of money, (2) any order whereby the State of California withholds from subsequent payments any amount of money, or (3) any order whereby County's entitlement is to be reduced by any amount of money as a result of Diogenes, Inc.'s actual or alleged violation or non-conformance with Welfare and Institutions Code Sections 1805-1810, and as they may be amended, any regulations or administrative rulings promulgated pursuant thereto, or with

any federal, state or local law, regulation or ordinance made applicable thereby.

E. It is specifically understood and agreed that Diogenes, Inc. is an independent contractor, and is not subject to the direction and control of the County of Yolo except as to final result. Diogenes, Inc. shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to withholding and Social Security. Diogenes, Inc. agrees to indemnify and hold the County of Yolo harmless from any liability which it may incur to the federal or state government as a consequence of this agreement.

F. This agreement is not assignable in whole or in part without the written consent of the County. Such consent, once given, shall not be deemed to waive the requirement of consent by the County for any subsequent assignment.

G. Diogenes, Inc. shall not enter into sub-contracts for any of the services contemplated under this agreement without first obtaining written approval by the County.

H. Any waiver by the County of any default, breach, or condition of this agreement shall not be construed as a waiver by the County of any other default, breach or condition, or any other right hereunder.

I. This writing embodies the full understanding of the parties hereto and is intended to supersede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration of any term of this agreement shall be valid unless made in writing signed by the parties hereto or their successors in interest.

J. This agreement shall bind and inure to the benefit of the successors in interest of the County and Diogenes, Inc. in the same manner as if such party was expressly named herein.

K. The term of this agreement is for a period of one (1) year from July 1, 1979 through June 30, 1980.

L. Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such notice. The County may terminate this agreement without notice for violation by Diogenes, Inc. of any term or condition of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 11th day of December, 1979.

COUNTY OF YOLO,

By: Betsy C. Marshall
Chairman of the Board of Supervisors
County of Yolo, State of California
12-12-79

Approved as to Form
Dated 12/3/79
Elizabeth A. Kolb
County Counsel of Yolo County
by Deputy

DIOGENES, INC.

By:

EXHIBIT A

PROGRAM ELEMENT DESCRIPTION 1979-1980

Diogenes, Inc.

Program Category Number 7 Submitting Agency Diogenes, Inc.

Total Number of Elements 5 Contact Person Robert Hallatt

Number of this Element 5 Address: 1421 Drake Drive, Davis, CA

Submitting County Yolo Telephone Number: (916) 756-5666

1. Need Statement

Diogenes Youth Services is currently funded by A.B. 90 monies to provide shelter care and limited support services for youth referred for shelter by Dept. of Social Services and Probation. In order to more effectively assist these departments with their cases there is a clear need for Diogenes to increase its provision of general support services to these clients as well as maintain its 24 hour hotline and current services level to self, family, and non-county agency referred youth and their families. The latter represents 75% of Diogenes' client population.

2. Overview

Diogenes' services are available 24 hours a day via its hotline or on a walk-in basis. Services available include individual, group and family counseling, shelter care for youth aged twelve through seventeen, information and referral, client transportation and case advocacy. Medical, legal and alternative placement assistance are available through our volunteer consultants and other referral sources.

Many of Diogenes' services including individual counseling, group counseling, recreation, tutoring, transportation, resident supervision, and information/referral services are provided by trained adult and youth volunteers. On the average Diogenes maintains 35 volunteers engaged in various levels of training and service provision.

3. Intended Results

Based on year to date figures and prior experience, Diogenes anticipates service totals as follows:

- 200 new and on-going youth and family cases
- 150 brief crisis counseling
- 400 information/referral and other assistance

3. Intended Results (continued)

Volunteers contributed 2345 hours to the program from July through December, 1978. During the 79-80 fiscal year, Diogenes volunteers will provide or assist paid staff in the provisions of over 100 individual counseling contacts, 50 family counseling contacts, 150 information/referral contacts, 25 resident group counseling sessions, 50 meals, 30 sleep overs, and innumerable rides and tutoring sessions in addition to general facility staffing.

4. Evaluation Methodology

All volunteers are screened and trained. Cases and general service provision are discussed at weekly meetings. Records such as volunteer contracts, notations of specialized training, time sheets, and schedules are maintained by the Volunteer Coordinator. All volunteers are tested for tuberculosis. Adult volunteers' fingerprints are run through a C.R.R. check by California State Licensing/Dept. of Health.

Diogenes also maintains accurate, in-depth records of all clients and services provided. Diogenes is evaluated annually by the Youth Development Bureau/HEW, participates in a total agency Peer Review process under the National Network Region IX and HEW, and compiles written client assessments of services rendered. Diogenes, of course, will cooperate with any county evaluations.

DIOGENES, INC., SUBVENTION PROGRAM BUDGET

1979-1980

I.	SALARIES AND EMPLOYEE BENEFITS	
	A. Volunteer Coordinator/Caseworker	$10,560.00
	B. Health Insurance	$ 300.00
	C. Workers Compensation (1.25%)	$ 132.00
	D. SUI (2.8%)	$ 296.00
	Total Salaries & Employee Benefits	$11,288.00
II.	SERVICES & SUPPLIES	$ 198.00
	A. Facility Rent	
	Total Services & Supplies	$ 198.00
III.	OTHER CHARGES	$ 00
IV.	FIXED ASSETS	$ 00
	TOTAL BUDGET	$11,486.00

1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
$ 2,872.00	$ 2,872.00	$ 2,871.00	$ 2,871.00	$11,486.00

BK

FILED

DEC 12 1979

PETER McNAMEE, Clerk
By [illegible] DEPUTY

AGREEMENT NO. 79-464

(Agreement for Shelter Care with Diogenes, Inc.)

THIS AGREEMENT made and entered into this 11th day of December, 1979, by and between the County of Yolo, Department of Social Services, and Diogenes, Ind.

W I T N E S S E T H:

I. RECITALS:

A. It is the intent of Yolo County to provide a coordinated and comprehensive service to youths and develop case plans which are in the best interest of minors.

B. Diogenes, Inc. represents that it possesses the necessary facility to provide certain services in keeping with the intent of Yolo County and agrees to carry out those services under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

A. Diogenes, Inc., under the direction of the Department of Social Services, shall provide sheltered care for minors described in Section 601 of the Welfare and Institutions Code for a period not to exceed ninety (90) days as provided by Section 654 of the Welfare and Institutions Code. Diogenes, Inc. has the right to refuse services to any child who would be disruptive to their program or who would not benefit from their services.

B. The services provided to said minors by Diogenes, Inc. are those described in Exhibit A, which is attached hereto and incorporated by reference thereto. Failure by Diogenes, Inc. to confine its services to those described in Exhibit A shall constitute a material breach of this agreement, and the County may, at its sole option, immediately terminate this agreement as provided in Paragraph O.

C. The Department of Social Services will pay to Diogenes, Inc. a per

diem rate of $36 for the first twenty-one (21) days of care for each minor who is sheltered there with the authorization of the Department of Social Services. The per diem rate in excess of twenty-one (21) days will be $50. The Department will also pay $36 per day for minors placed at Diogenes, Inc. by the Probation Department after authorization by the Probation Department staff. The maximum payable under this contract shall be $21,000.00.

D. Payment will be made to Diogenes, Inc. on a monthly basis, upon rendition of a claim by Diogenes, Inc., identifying each minor placed, the agency placing each minor, the date of placement and the date of removal of each minor from Diogenes, Inc.

E. The Department of Social Services has the right to discontinue its services and obligations to minors placed at Diogenes, Inc. if it is determined that the service is no longer needed, or the minor is not benefitting and is not in need of protection. Diogenes, Inc. has an option to continue service without being paid by the County.

F. Without limiting Diogenes' agreement to indemnify the County, Diogenes, Inc. agrees to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operation. Diogenes, Inc. further agrees to maintain in full force and effe t the policy or policies of insurance which are described in Exhibit B, attached hereto and incorpirated herein by reference. Diogenes, Inc. agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice to the County in writing at least ten (10) days in advance of such cancellation or modification and agrees to abide with reasonable requirements imposed by the County upon said cancellation or modification. Diogenes, Inc. further agrees that at all times during the performance of this agreement, Diogenes, Inc. will, at its sole cost, maintain workers' compensation insurance fully covering all employees of Diogenes, Inc.

G. Diogenes, Inc. agrees and warrants that it shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, although groundless, losses, liabilities, or damages including costs and attorneys' fees arising in any way out of or resulting from the performance of this agreement, caused in whole or in part by any act or omission of Diogenes, Inc., or anyone directly or indirectly employed by Diogenes, Inc., regardless of whether or not it is caused in part by a party indemnified hereunder.

Diogenes, Inc., further agrees to save the County harmless from any claim of liability, including costs and attorneys' fees arising out of Diogenes, Inc.'s performance under this contract, including any action taken by the State of California pursuant to Welfare and Institutions Code Sections 1805-1818, and as they may be amended, or Subchapter 5 of Chapter 2 of Division 4 of Title 15 of the California Administrative Code, concerning funds received by Diogenes, Inc. pursuant to this agreement or for any activity or program undertaken thereunder. This shall include, but is not limited to, (1) any order that the County pay over to the State of California any amount of money, (2) any order whereby the State of California withholds from subsequent payments any amount of money, or (3) any order whereby the County's entitlement is to be reduced by any amount of money as a result of Diogenes' actual or alleged violation or non-conformance with Welfare and Institutions Code Sections 1805-1818, and as they may be amended, any regulations or administrative rulings promulgated pursuant thereto, or with any federal, state or local law, regulation or ordinance made applicable thereby.

Diogenes, Inc. agrees that it has read and understands Welfare and Institutions Code Sections 1805-1818 and the regulations promulgated pursuant thereto, and will comply with the requirements contained therein.

H. It is specifically understood and agreed that Diogenes, Inc. is an

independent contractor and is not subject to the direction and control of the County except as to final results. Diogenes, Inc. shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and Social Security. Diogenes, Inc. agrees to indemnify and hold the County harmless from any liability which it may incur to the federal or state government as a consequence of this agreement.

I. This agreement is not assignable in whole or in part without the written consent of the County. Such consent, once given, shall not be deemed to waive the requirement of consent by the County for any subsequent assignment.

J. Diogenes, Inc. shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval by the County.

K. Any waiver by the County of any default, breach, or condition of this agreement shall not be construed as a waiver by the County of any other default, breach or condition, or any other right hereunder.

L. This writing embodies the full understanding of the parties hereto and is intended to supersede all other agreements between the parties as to the subject matter contined herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in interest.

M. This agreement shall bind and inure to the benefit of the successors in interest of the County and Diogenes, Inc. in the same manner as if such party had been expressly named herein.

N. The term of this agreement is for nine (9) months, starting October 1, 1979 and ending on June 30, 1980, or until the maximum payment of $21,000.00 is reached, whichever occurs first.

O. Either party to this agreement may terminate the agreement upon

delinvery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delinvery of such notice. The County may terminate this agreement without notice for violation by Diogenes, Inc. of any term or condition of this agreement. In the event that Diogenes, Inc. should lose its federal funding, this agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 11th day of December, 1979.

COUNTY OF YOLO, a political subdivision of the State of California.

By: Betsey C. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

By: _____
DIOGENES, INC.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Stultz
DEPUTY COUNTY COUNSEL

EXHIBIT A
AGREEMENT NO. 79-464

Description of Services and Program

1. The Department of Social Services has responsibility for all minors described in Section 300 and 601 of the Welfare and Institutions Code who are referred to Diogenes, Inc. by a law enforcement or other County agency. The primary case plan will be established by the Department of Social Services in coordination with the staff of Diogenes, Inc.

2. Upon delivery of all such minors by the above agencies to Diogenes, Inc., Diogenes staff will contact the Department of Social Services immediately so that a decision can be made about temporary shelter of the minor based upon the best interests of the minor. No minor will be removed from Diogenes, Inc. solely on the basis of financial expediency.

3. All minors who fall within the provisions of Section 300 of the Welfare and Institutions Code will be immediately sheltered at the contract foster homes upon Diogenes' acceptance of an adjudicated 601.

4. Shelter care services provided by Diogenes, Inc. shall include any immediate counseling and supportive services that are necessary for the minor's successful adjustment while in sheltered care, to include coordination with the Department of Social Services in providing transportation to and from medical appointments and school. Primary long-term case work planning and followup shall be the responsibility of the Department of Social Services' staff in coordination with staff of Diogenes.

5. Under the direction of the Department of Social Services, Diogenes, Inc. staff may provide short term crisis case work services to minors referred under the jurisdiction of the Department of Social Services. Casework services shall be aimed at return of the minor to his/her home within five (5) days. After five (5) days, the Department of Social Services will assume primary responsi-

bility for the development of the case plan and further counseling. The Department of Social Services may, at its discretion, deliver the minor to one of its shelter facilities in preparation for a longer term placement.

6. When a minor is receiving services at Diogenes, Inc., not under referral from the Department of Social Services, and a determination is made by Diogenes that the minor requires foster placement by the Department of Social Services, the Department of Social Services shall pay Diogenes the per diem rate for those cases accepted for service by the Department of Social Services from the date of referral by Diogenes to the Department of Social Services. The Department of Social Services is required to accept or reject the referral within two (2) working days of date of referral. There will be no retroactive pay for the period before the referral to the Department of Social Services.

7. The Department of Social Services will be responsible for the return of out-of-state and out-of-county runaway youths.

8. Any minor being considered by the Department of Social Services for a voluntary placement or court placement may be removed from Diogenes, Inc. to one of the department's shelter care facilities in preparation for placement.

9. The Department of Social Services staff shall maintain daily contact during the work week with Diogenes Youth Services when minors under the Department of Social Services' jurisdiction are sheltered there.

10. In the event of a disagreement between a Diogenes caseworker and the Department of Social Services social worker regarding the most appropriate case plan, the dispute will be referred to the supervisory level for resolution.

EXHIBIT B
AGREEMENT NO. 79-464

Financial Information About the Agency

1. Agency's Insurance Agent

Agency: A. Mason Blodgett & Associates

Address: Fifty California Street
San Francisco, CA 94111

Telephone: 415-788-0300

Name of Insurance Companies:

Great Southwest Fire Insurance Company
American Universal Insurance Company
Excess Insurance Company, Cl, Ltd.

Public Liability Limits:

Combined Single Limit - Bodily Injury $300,000

Combined Single Limit:

General Liability $200,000

Excess Coverage: To $1,000,000.

2. Agency Employees:

Agency Employee Identification Number: 23-7348227

3. Federal Income Exemption Status:

Agency's IRS Exemption Letter attached: ___Yes ___ No.

- ORIGINAL -

YOLO COUNTY
AGREEMENT NO. 79-465

Local Agency County of Yolo
Date 11-28-79
Supplement No. 9, Rev. 1
To Local Agency-State
Agreement No. 03-5922

SRS-113(2)
03-Yol-0-CR

PROGRAM
OF
LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS
IN THE

FILED

JUN 19 1980

PETER McNAMEE, Clerk
By Deborah Ann Ireland
DEPUTY

COUNTY OF YOLO
Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on July 19, 1977, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph2 of Article II of the aforementioned agreement under authority of ~~XXX~~/County Resolution No. 77-74 approved by the ~~XXXXXXXXXXX~~/County Board of Supervisors on July 19, 1977 (See copy attached).

COUNTY OF YOLO
Local Agency

By Peter C. Marchand
12-12-79
Title
Chairman, Board of Supervisors

Attest PETER McNAMEE
Clerk

BY Peter E. Lucas
Deputy

Approved for State

E. T. Galligan
for District Director of Transportation

12-28-79
Date

District 03
Department of Transportation

Chapter	Section	Item	Fiscal Year	Program Code	Category	Fund Source	Accounting Object		
320	1976	205(a)	1977-78	HC8	230	AF206	45601	3190,000.00	$172,575.00
254	1978	169.1	1979-80	HC8	230		45601		17,425.00

I hereby Certify that my obligation herein is legal and that sufficient budgeted funds are available for the encumbrance.
12/11/79

Form DH-0LA-431 (Rev. 10/79)

PROGRAM

EXHIBIT B

OF

LOCAL AGENCY FEDERAL SAFETY IMPROVEMENT PROJECTS

03-Yol-0-CR

Date: November 28, 1979

PROGRAM SUPPLEMENT NO.: 9, Revision 1

Local Agency: County of Yolo

TO MASTER AGREEMENT NO: 03-5922

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds*	
				State (169.1) Matching Funds	Local Agency Funds
		CONSTRUCTION			
	In the County of Yolo on C.R. 95 at Union School Slough & Willow Slough	$74,750 (Union School Slough)	$67,275	$ 7,475	-0-
SRS-113(2)	Construct bridges to replace existing bridges by Contract	$99,500 (Willow Slough)	$89,550	$ 9,950	-0-
	TOTAL	$174,250	$156,825	$17,425	-0-
		PRELIMINARY ENGINEERING			
SRS-000S(46)	Preliminary Engineering	$ 8,000 (Union School Sl)	$ 7,200	-0-	800
		$ 9,500 (Willow Slough)	$ 8,550	-0-	950
	TOTAL	$ 17,500	$ 15,750	-0-	$1,750

Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1. The County will act as the Administrator for the project.

2. In awarding, or agreeing to award the contract, the Local Agency agrees the payment of Federal Funds will be limited to the detail estimate amount approved by the Federal Highway Administration in the Federal-Aid Project Agreement (PR-2), or its modification (PR-2A), and accepts any increases in Local Agency contributions.

3. The attached Special Covenants explain the State Matching 169.1 Fund use.

DH-OLA 431

Date: November 28, 1979

Program Supplement No. 9, Rev 1

To Master Agreement No 03-5922

Local Agency County of Yolo

Project No. SRS-113(2)

SPECIAL COVENANT for use of Item 169.1 Funds to match Federal Bridge Replacement, Highway Safety and Safer Off-System Funds.

Funds required to match Federal Highway Funds in the project will be provided by the State as authorized by Item 169.1 of the Budget Act of 1979 and allocated by the California Transportation Commission.

In the event Item 169.1 funds less than the amount shown are required as a result of a low bid, the excess will be returned to the Statewide reserve.

In the event Item 169.1 funds greater than the amount shown are required as a result of a high bid, the required amount may be added subject to the availability of funds and provided said addition of funds can be made prior to the execution of the Federal-State Project Agreement.

Item 169.1 funds will not be available for increased project costs following the execution of the Federal-State Project Agreement.

After completion of the final cost accounting for a project, any unexpended Item 169.1 funds will revert to the Statewide reserve.

As required by the California Transportation Commission Resolution for all recipients of 169.1 funds, the Local Agency shall report to the Commission prior to July 1, 1980 the uses made of the 169.1 funds; how the recipient conformed with the uses permitted by the resolution, and how the local agency matching funds that were released were used.

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2 (REV. 11/75) BK

APPROVED BY THE ATTORNEY GENERAL

Yolo County
Agreement No. 7[illegible]66

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER

THIS AGREEMENT, made and entered into this 28th day of September, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD AND AGRICULTURE	8403

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Provide all equipment, materials, and personnel necessary to perform approximately ten (10) inspections covering all ships and/or aircraft arriving from a foreign port and requiring a USDA-APHIS inspection as defined in the attachment described as "Work Plan - Inspection of Conveyances" which is identified as Exhibit 'A' and by this reference made a part hereof.

All inspections to be performed in accordance with the specifications as contained in Exhibit 'A'.

The State agrees to reimburse the County for services rendered hereunder a total amount not to exceed $1,000.

After approval of this contract, and monthly thereafter, payments for work during the period of this contract, will be made on the basis of invoices submitted by the County in triplicate to the Department of Food and Agriculture, Exclusion and Detection, 1220 N Street, Rm. 425, Sacramento, CA 95814.

Reimbursement by the State shall be for those expenses directly related to the inspection program. It is understood that there will be reimbursement for County expenses normally considered as administrative and operating overhead.

(Continued on page 2)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO
BY (AUTHORIZED SIGNATURE): ▶	BY (AUTHORIZED SIGNATURE): Betsy C. Marshall
TITLE: Business Service Officer	TITLE: Chairman, Board of Supervisors
	ADDRESS: County of Yolo, State of California P.O. Box 1098, Woodland, California 95695

(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)

ATTEST: DEXTER R. WALLACE, CLERK OF THE BOARD OF SUPERVISORS
BY [illegible], DEPUTY COUNTY CLERK

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND
$ 1,000.00	SUPP OE&E		GENERAL
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES / FISCAL YEAR
$	378	259	'79 / 79/80
ADJ. INCREASING ENCUMBRANCE	FUNCTION: PL. IND./Exclusion/Interior		
$	1-06-515-00-655		
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT		
$	Cooperative Agreement		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER ▶ | DATE

GEN. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1206

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1206 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶ | DATE

The County agrees to retain all records of disbursement pertaining to this agreement for a period of two (2) years after completion of this agreement for audit by the State or its representative or until such audit and release of accountability, whichever comes first.

The County agrees to include a procedure in their cost accounting system to assure that the funds paid under this agreement are reported and identified as a reimbursable cost item in an annual financial statement submitted by the County to the Department.

All County inspection reports and inquiries are to be sent to the State Coordinator, James E. Stowell, Department of Food and Agriculture, Exclusion and Detection, Rm. 425, 1220 N Street, Sacramento, California 95814.

This agreement may be cancelled by either party giving written notice at least thirty (30) days prior to effective cancellation date.

The attached Fair Employment Practices Addendum is by this reference made a part hereof.

This agreement shall not be considered effective unless signed by both parties.

This agreement is contingent upon passage of the State of California Legislature of an appropriation from which expenditure thereunder legally may be met and shall not obligate the State of California upon failure of the Legislature to so appropriate.

This agreement shall be effective for the period October 1, 1979 through September 30, 1980.

EXHIBIT A

WORK PLAN

INSPECTION OF CONVEYANCES

Vessels and aircraft engaged in foreign trade will be inspected by the cooperator on behalf of PPQ at maritime ports and airports where the amount of traffic does not warrant staffing by PPQ.

SHIPS

Inspections will be made of the provisions, storage lockers, living quarters, cargoes and garbage holding or disposal facilities. Prohibited or infested items may be safeguarded on board, treated, siezed and destroyed or disposed of otherwise as may be appropriate. Such actions will be made to eliminate the pest hazard in a manner that will cause the least impediment to commerce. Inspections and safeguards will be in accordance with the attached "Ship Boarding Guidelines".

AIRCRAFT

Thoroughly inspect aircraft arriving from foreign countries to prevent entry of plant and animal pests. The rapidity with which aircraft move between countries is conducive to hitchhiking pest survival and dispersal. Inspection will include all interior spaces, stores and cargo pits. Promptness of inspection on arrival is required in order to minimize delays to carriers and passengers.

REPORTS

Submit ship (PQ288) and aircraft (PPQ413) reports to _____ monthly.

TRAINING

Special training in carrying out the agreement will be provided by the Service when mutually deemed necessary.

SHIPBOARDING GUIDELINES

The following guidelines supersede all previous instructions and directives on this subject.

A. General Policy

All vessels arriving from a foreign country are subject to boarding upon arrival at the first U.S. or U.S. territorial port of entry. It has been determined that because some arrivals present either no or a very low pest risk, a boarding program can be administered that will effectively identify those vessels that will not require boarding at time of arrival.

B. Direct Arrivals

Unless determination not to board has been made by a selective process which defers certain categories of vessels or individual vessels to boarding during regular working hours, all direct foreign arrivals will be boarded on arrival for any of the following:

Stores inspection.

Other inspectional activities such as inspection of quarters, crew souvenirs, cargo, and baggage of debarking passengers and/or crew members (See C.2).

Information gathering requirements such as a cargo manifest or crew declaration, perusal of cold treatment records, etc.

Coordinated boarding with U.S. Customs Service and Immigration and Naturalization Service boarding parties.

1. Selectivity of Boarding

Selectivity of boarding refers to the assessment of pest risk of an expected direct arrival based upon past inspectional history of the vessel.

Examples of categories of vessels which ordinarily represent low pest risk and the boarding of which thus may be deferred are:

a. Bahama turnarounds.

b. Tanker turnarounds.

c. Bulk carrier turnarounds.

d. Pulpwood or log carrier turnarounds.

e. Banana boat turnarounds.

f. Pure auto carrier turnarounds.

g. Puerto Rico turnarounds.

h. Vessels in port for bunkering only.

i. Vessels in port less than 4 hours.

j. Vessels discharging at remote offshore locations.

k. Regular arrivals which have demonstrated a low risk.

l. "Dead ship" (see "2" below).

m. Canada turnarounds.

In addition to the preceding pest risk categories, the following circumstances may make it advisable to defer boarding for personal safety considerations.

n. Vessels in stream or channel.

o. Vessels docking in isolated or high crime areas.

The above categories are not to be construed as routinely placing all such vessels in a deferred boarding category. Each will be judged on the pertaining circumstances. Each Region will review lists of individual vessels maintained by their field locations as eligible for deferred boarding.

2. "Dead Ship" Concept

The "dead ship" (i.e. inactive), as defined here, concept may be applied to vessels arriving direct outside of hours. When such direct vessel arrives outside of normal working hours and there will be minimal crew activity, no cargo discharged, or business of any kind conducted by the ships' agent or others until morning, boarding will be deferred until the scheduled workday.

C. Coastwise Arrivals

All boarding of coastwise vessels will be during normal duty hours unless notified by the previous port that boarding on arrival is indicated because:

1. There is a documented specific known pest risk problem onboard the vessel.

2. Five or more passengers or passengers or crew members from risk areas will be clearing Customs and disembarking upon arrival.

3. A documented garbage violation as listed in H occurred at the previous port(s).

4. Repetitive garbage violations not covered in Section H, occurring aboard the same vessel could be justification for boarding on arrival at subsequent coastwise ports, if warranted in the judgment of the officer in charge.

Positive communication between ports concerning vessels moving coastwise is necessary when one of the above conditions exists. Notification to the subsequent port will be by telephone with a confirming mail copy of the PPQ 288. The first port of direct arrival in such cases will have the responsibility of notifying the subsequent port if conditions warrant. Similar procedures will apply throughout the coastwise itinerary.

Note: It is not necessary to board on arrival those vessels having on board live birds or poultry; however, such vessels should be monitored during normal duty hours.

D. Sealing of Stores

There will be no routine sealing of ships' stores. Stores will be sealed if live pests of quarantine significance are found in or associated with stores products. In the event a garbage violation occurs, as listed in H or C-4, all prohibited plant and prohibited and restricted animal stores will be placed under seal and subsequent port(s) notified. Any unauthorized removal from the vessel of prohibited or restricted ships' stores will also result in notification of U.S. Customs Service of such action, sealing, and subsequent port notification.

E. Garbage Control

Garbage remaining aboard vessels does not present an imminent risk of plant pest and animal disease introduction. Therefore:

1. Ships will not be boarded on arrival for the sole purpose of monitoring garbage or sealing ships' stores.

2. Monitoring of garbage control aboard vessels to determine compliance with applicable CFR's shall be conducted on a spot-check basis during regular hours or in conjunction with boarding for other purposes. The monitoring may include visual observation of vessels and/or reboarding during travel in the dock area by the officer.

3. Unless otherwise directed, prohibited and restricted stores may be used on board, however, a responsible ship's officer must attest to nonremoval from the vessel as such or as garbage.

F. Approved Garbage Disposal Facilities

Approved garbage disposal at maritime ports, as at international airports, includes removal from the carrier and movement to an incinerator, cooker, or sterilizer under specific safeguards or special conditions. Cooked or sterilized garbage must be moved only to a landfill and monitoring is required.

The approved methods of treating are:

1. Incineration to ash.

2. Cooking. A cooker is defined as a closed leakproof container in which the garbage is heated in a liquified form to an internal temperature of 212° F. and held at that temperature for at least 30 minutes.

3. Sterilizer. A sterilizer is a type of large autoclave capable of heating the garbage under pressure to assure internal temperature of the material to 212° F. for a minimum of 30 minutes. An approved sterilizer must have temperature indicating capabilities as well as a heating time indicator.

G. Removal from Vessel

1. Advance notification to PPQ officer or port office is required by either the ships' agent or PPQ approved disposal company.

2. The garbage removal is permitted by a PPQ approved disposal company(s) only.

3. Transfer of garbage from vessel to an approved carrier must be under direction of the PPQ officer.

4. Spillage or leakage on dock area must be cleaned and disinfected under PPQ supervision.

5. The hauling carrier must be leafproof unless the garbage is packaged in leakproof containers.

6. Movement to the incinerator, cooker, or sterilizer shall be monitored on a regular basis by a PPQ officer.

H. Violations

The following violations must be documented and forwarded through regular PPQ channels to the PPQ Regulatory Support Staff, Hyattsville, Maryland, for possible prosecution.

1. Dumping of garbage within the port or inland waterway--such should also be reported to local Coast Guard officials and/or environmental agency.

2. Refusal by ship personnel to maintain garbage aboard as regulations require.

3. Removal of garbage and/or prohibited or restricted stores from vessel without PPQ authorization.

I. Action

Customs should be requested by PPQ Form 227 to withhold clearance of vessel from port until garbage situation aboard the vessel is properly corrected. In those cases where garbage is scattered on deck or leaking in such a manner that workers unloading cargo will track through it, Customs should be requested to halt unloading as it can be considered to present a risk of animal or plant pest and disease introduction.

J. Approval of On-Shore Garbage Disposal Facilities

It will be the responsibility of the PPQ officer in charge to determine if adequate garbage disposal facilities exist at the port of entry. Listings of such "approved" ports will be forwarded through channels to Port Operations Development Staff for consolidation into a national listing for distribution to the field. Ongoing monitoring will be required. Compliance agreements with all organizations and/or personnel involved in the handling and disposal of such garbage should be completed and kept on file.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

FILED

JAN 10 1980

PETER McNAMEE, Clerk
By Debra Carlson Kirkland
DEPUTY

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

NO. 79-467

THIS AGREEMENT, made and entered into this 18th day of DECEMBER, 1979, by and between

F. MARSALLA, GENERAL CONTRACTOR, INC.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

BUILDING REMODELING WORK TO THE YOLO COUNTY PROBATION DEPARTMENT; 218 WEST BEAMER STREET, WOODLAND, CALIFORNIA.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled

YOLO COUNTY PROBATION DEPARTMENT BUILDING REMODEL

(Plan Index No. 609.27-.46

Approved OCTOBER 30, 1979 (date) by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within Fifteen (15) days next after the date of issuance of the Notice to Proceed and for its completion to be within Sixty (60) working days next after date of issuance of Notice to Proceed, including any punch list items; and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
	BASE BID LESS DEDUCTIVE ALTERNATES #1 & #4	L.S.	$256,900.00	$256,900.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

BY Betsy C. Marshall
Chairman of the Board of Supervisors

ATTEST:

PETER McNAMEE, COUNTY CLERK

By Kate Eskuca, Deputy

BY Alexander Marshall
2867 Heinz Street
Sacramento Calif 95826

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 112707.

BOND FOR FAITHFUL PERFORMANCE

BOND #1-879-794
PREMIUM - $2,312.00

KNOW ALL MEN BY THESE PRESENTS:

That we, F. MARSALLA, GENERAL CONTRACTOR, INC., as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of OHIO, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the COUNTY OF YOLO, CALIFORNIA, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of

- -ONE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED FIFTY AND 00/100- - - DOLLARS ($128,450.00), (Not less than 50% of the total contract price) in lawful money of the United States of America for the payment whereof well and truly to be made to said Entity, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the Entity, which said contract is incorporated herein by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings, special provisions, and specifications entitled

YOLO COUNTY PROBATION DEPARTMENT BUILDING REMODEL

(Plan Index No. 609.27-.46) Work Order No. 1547

and any changes and modifications which have been or may be made therein as provided by law, reference to which said documents is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company, or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 18th day of DECEMBER, 1979.

F. MARSALLA, GENERAL CONTRACTOR, INC.

WITNESS: Joyce A. Nelson

By: Fernando Marsalla

FERNANDO MARSALLA, PRESIDENT
"Principal"

Approved as to form:

By:

OHIO CASUALTY INSURANCE COMPANY
"Surety"

Geo. F. Kanakaris
Attorney-in-fact
GEORGE F. KANAKARIS
OK dcf 1-10-80

STATE OF CALIFORNIA
County of SACRAMENTO

On the 18th day of DECEMBER in the year One Thousand Nine Hundred and 79, before me LAURA J. BELCHER, a Notary Public in and for the County of SACRAMENTO, personally appeared GEORGE F. KANAKARIS known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the OHIO CASUALTY INSURANCE CO., and acknowledged to me that he subscribed the name of the OHIO CASUALTY INSURANCE COMPANY thereto, as principal and his own name as Attorney-in-fact.

OFFICIAL SEAL
LAURA J. BELCHER
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires May 26, 1983

Laura J. Belcher
Notary Public in and for the

County of

State of California
My Commission Expires

(Seal)

FILED

JAN 10 1980

PETER McNAMEE, Clerk
By Debra Oakley Ferland
DEPUTY

PAYMENT BOND ON PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

That We, F. MARSALLA, GENERAL CONTRACTOR, INC., as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of OHIO, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond, and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of

- -ONE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED FIFTY AND 00/100- - -
DOLLARS ( ) (not less than 50% of the total contract price) in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings and specifications entitled

YOLO COUNTY PROBATION DEPARTMENT BUILDING REMODEL

(Plan Index No.609.27-.46) W.O. # 1547

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans. profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 18th day of DECEMBER, 1979

F. MARSALLA, GENERAL CONTRACTOR, INC.

WITNESS: By Fernando Marsalla

Joyce A. Nelson By FERNANDO MARSALLA, PRESIDENT
"Principal"

OHIO CASUALTY INSURANCE COMPANY
"Surety"

Approved as to form:

Attorney for Entity By George F. Kanakaris
Attorney-in-fact
GEORGE F. KANAKARIS
CA Lic 1-10-80

On this 18th day of DECEMBER in the year One Thousand Nine Hundred and 79, before me, LAURA J. BELCHER, a Notary Public in and for the County of SACRAMENTO, personally appeared GEORGE F. KANAKARIS known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the OHIO CASUALTY INSURANCE CO. and acknowledged to me that he subscribed the name of the OHIO CASUALTY INSURANCE CO. thereto as Principal and his own name as Attorney-in-fact.

Laura J. Belcher
Notary Public in and for the
County of

State of California
My Commission Expires

(Seal)

OFFICIAL SEAL
LAURA J. BELCHER
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires May 26, 1983

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 15-821

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

George F. Kanakaris or Laura J. Belcher - - - - - - - of Sacramento, California - - -

its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

ONE MILLION - ($ 1,000,000.00 -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 10th day of January 19 79.

(Signed) Richard T. Hoffman

Asst. Secretary

STATE OF OHIO,
COUNTY OF BUTLER } SS.

On this 10th day of January A. D. 19 79 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - -of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

NOTARIAL SEAL BUTLER COUNTY, OHIO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Dorothy Bibee

Notary Public in and for County of Butler, State of Ohio

My Commission expires December 11, 1981.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 18 day of DEC A. D., 19 79

SEAL

John H. Kahn

Assistant Secretary

S-4300-C 10-74-3M

Yolo County
Agreement No. 79-468

FILED

JAN 10 1980

PETER McNAMEE, Clerk
By Debra Cowley Holland
DEPUTY

AGREEMENT BETWEEN

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

COMMUNITY SERVICES PLANNING COUNCIL, INC./
AREA 4 AGENCY ON AGING (HEREINAFTER REFERRED TO AS A4AA)
1820 J STREET
SACRAMENTO, CA 95814

It is mutually agreed by the parties hereto that Contract # 155-5 is changed as follows:

a) Item C which reads "$ 23,700 is amended to read $35,550

b) Item D which reads "ending date December 31, 1979" is amended to read June 30, 1980.

c) Item E which reads "December 31, 1979" is amended to read June 30, 1980.

d) That portion of Attachment A pertaining to forms 4-13, 4-14a or b as appropriate, 4-15, and 4-16 are changed as reflected on forms 4-13, 4-14a or b, 4-15, and 4-16 dated November 1, 1979 enclosed with this Agreement.

e) That portion of Attachment B pertaining to Statement of Objectives is changed as reflected on the Statement of Objectives dated November 1, 1979 enclosed with this Agreement.

All other terms, conditions, and provisions of Contract #155-5 remain unchanged.

for COMMUNITY SERVICES PLANNING COUNCIL

Executive Director

1-7-80
Date

for SERVICE PROVIDER

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Date
12-28-79

for AREA 4 AGENCY ON AGING

Director

1-4-80
Date

RECEIVED
JAN 10 1980
PETER McNAMEE, Clerk
By _____ Deputy

ln/10.29.79
Enclosures

Form 4-13
9/15/78

ATTACHMENT A
CONTRACT #155-5
11/1/79

155-5

RECEIVED
AUG 20 1979
AREA 4 AGENCY ON AGING

APPLICATION FOR PROJECT AWARD UNDER TITLE III OF THE OLDER AMERICANS ACT

PART I - FACE SHEET

1. TITLE OF PROJECT: Information and Referral Program/Winters Transportation Project			
2.A. TYPE OF APPLICATION: Abbreviated Contract extension O New O Revision O Continuation O Supplement	B. DATES OF PROJECT PERIOD	FROM: January 1, 1979	THROUGH: June 30, 1980

3. APPLICANT AGENCY (Name, Street, City, State, Zip, Telephone): County of Yolo Department of Social Services 20 Cottonwood, P. O. Box 531 Woodland, CA 95695 916-666-8335	4. PROJECT DIRECTOR (Name, Title, Street, City, State, Zip, Telephone): John R. Vera, Director Department of Social Services 20 Cottonwood St., P. O. Box 531 Woodland, CA 95695 916-666-9335

5. TYPE OF AGENCY:

XO Public Agency O Private Non-Profit O Private For Profit

6.	TITLE III	NON-FEDERAL MATCH	TOTAL	OTHER
PROPOSED OPERATING BUDGET FOR PROJECT PERIOD:	$ 35,550	$ 3,950	$ 39,500	$

7. NAME, TITLE, ADDRESS OF OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT AGENCY: John R. Vera, Director Department of Social Services P. O. Box 531 Woodland, CA 95695	8. PAYEE (Specify to Whom Checks should be Mailed; Name, Title, Address): County of Yolo Department of Social Services P. O. Box 531, Woodland, CA 95695 Attn: Burr Shafer Staff Services Manager

9. TERMS AND CONDITIONS: It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of the Area Agency, the State Aging Unit and the Administration on Aging, U.S. Department of Health, Education and Welfare; 2) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency shall be deemed incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance with the DHEW Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the Area Agency may be terminated at any time for violations of any terms and conditions and requirements of this agreement.

10. SIGNATURE OF PERSON NAMED IN ITEM 7:

(NAME) (DATE) 8-14-79

NOV 1 1979

Form 4-54 a
7/15/78

DETAILED BUDGET FOR SERVICE/PROGRAM COMPONENT

From: January 1, 1979 To: June 30, 1980 Service/Program: *

NAME OF APPLICANT AGENCY: Yolo County Department of Social Services

I. BUDGET CATEGORY (1)	TITLE III Administrative Costs (2)	TITLE III Service Costs (3)	Non-Federal Match Cash (4)	Non-Federal Match In-Kind (4)	Project Income (5)	Total Project Costs (6)
a. Personnel	3,753	21,267				25,020 ✓
b. Fringe Benefits	1,008	5,721				6,729 ✓
c. Equipment						
d. Consumable Office Supplies				580	75	655 ✓
e. Other Consumable Supplies		36			75	111 ✓
f. Staff Travel			578			578 ✓
g. Other Travel Costs Winters (Identify) Transportation		1,350	150			1,500 ✓
h. Consultants				514		514 ✓
i. Contract Services						
j. Rent of Space	65	890				955 ✓
k. Communication and Utilities		1,460	22	377		1,859 ✓
l. Insurance				79		79 ✓
m. Audit						
n. Other Identify Volunteer				1,650		1,650 ✓
II. TOTAL PROJECT COSTS	4,826	30,724	750	3,200	150	39,650
III. LESS: PROJECT INCOME (Contributions)						150
IV. PROJECT NET COSTS						39,500
V. LESS: LOCAL NON-FEDERAL PARTICIPATION						3,950
VI. FUNDS REQUESTED FROM TITLE III						35,550

NOV 1 1979

Form 4-14b
9/15/78

155-5

SUMMARY BUDGET FOR PROJECT PERIOD January 1, 1979 TO June 30, 1980

NAME OF APPLICANT AGENCY: _____

I. BUDGET CATEGORY	SERVICE PROGRAM COMPONENTS (I&R, Transp., etc.)				TOTAL BUDGET
	I&R	Transportation			
a. Personnel (attach list showing job description & salary rate)	$ 25,020	$	$	$	$ 25,020
b. Fringe Benefits	6,729				6,729
c. Equipment (attach list)					
d. Consumable Office Supplies	655				655
e. Other Consumable Supplies	111				111
f. Staff Travel	578				578
g. Other Travel Costs (Identify)	150*	1,350**			1,500
h. Consultants	514				514
i. Contract Services					
j. Rent of Space	955				955
k. Communication & Utilities	1,859				1,859
l. Insurance	79				79
m. Audit					
n. Other - Identify Volunteer	1,650				1,650
II. TOTAL COSTS	$ 38,300	$ 1,350	$	$	$ 39,650
III. LESS PROJECT INCOME	$ 150	$	$	$	$ 150
IV. PROJECT NET COSTS	$ 38,150	$ 1,350	$	$	$ 39,500
V. LESS NON-FEDERAL SHARE	$ 3,950	$	$	$	$ 3,950
VI. TITLE III FUNDS REQUESTED	$ 34,200	$ 1,350	$	$	$ 35,550
OTHER RESOURCES	$	$	$	$	$

* Client Escort
** Winters Transportation Project

NOV 1 1979

P4.1a-4.33.78

Form 4-15

SCHEDULE OF NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
A. CASH RESOURCES	$
United Community Fund to Mexican-American Concilio	750
SUB-TOTAL	$ 750
B. IN-KIND RESOURCES	$
Mexican American Concilio Match (in-kind)	3,200
SUB-TOTAL	$ 3,200
TOTAL	$ 3,950

NOV 1 1979

Form 4-16
7.18.79

ESTIMATED PROGRAM OUTPUT

1. Unduplicated number of older persons to be served directly. 2,100
2. Unduplicated number of older low income persons to be served. 1,200
3. Unduplicated number of older volunteers to serve project. 7.5 to 15
4. Unduplicated number of older persons to be reached through mass media. 12,000
5. Geographic area (Target Area) to be served. Yolo County
6. Will project serve Target Area? Yes X No ____
7. Service to be provided through: Senior Center ____ Day Care Center ____ Other X
8. Ethnic Composition of Elderly to be served by project:

	Number
Negro/Black:	24
Native American	9
Mexican-American	1,245
Oriental	5
All others: Specify	833

9.

If more than one service or activity is proposed, please list below:	# of older persons served.
	2,100

10. List project's linkage with other programs serving the elderly.

Name of other programs:

1. Social Security Administration (SSI Program)
2. State of California Employment Development Department
3. Yolo County Departments of Health and Social Services
4. Woodland Volunteer Bureau (Emergency Food Program)
5. United Community Fund
6. Area 4 Agency on Aging
7. Yolo County Commission on Aging
8. Economic Opportunity Commission Senior Nutrition Program
9. State of California Department of Social Services

NOV 1 1979

ATTACHMENT B
CONTRACT #155-5
11/1/79

STATEMENT OF OBJECTIVES

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

To provide information to 2,850 individuals and 270 agencies with respect to services available to older people; to link 285 persons to services via direct referrals; and follow-up as appropriate with 165 transactions.

Information and referral will be provided via a countywide telephone system and a walk-in service. The office will be staffed by professional I&R Workers. A telephone answering service will maintain 24 hour per day availability.

A total of 270 trips will be provided to seniors living in the City of Winters for medical appointments and social service agencies in Woodland, Davis, and Sacramento.

DS.ln

NOV 1 1979

BK

FILED

DEC 27 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-469

(SUMMER HOUSE, INC.)

THIS AGREEMENT, dated for convenience this 26th day of December, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SUMMER HOUSE, INC., a non-profit corporation hereinafter referred to as "PROVIDER",

W I T N E S S T H:

RECITALS:

A. COUNTY is desirous of making provisions for residential, transition and respite care services for developmentally disabled persons who are citizens of Yolo County.

B. PROVIDER is a non-profit corporation capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform

services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. In particular, the PROVIDER shall obtain and keep current an adult group home license and child group home license as prescribed by the State of California Department of Health.

C. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed, does hereby agree to pay as total compensation to PROVIDER the sum of Sixteen Thousand Seven Hundred Twenty-Three Dollars ($16,723) in ten (10) payments, for the months beginning September 1, 1979, and ending June 30, 1980. PROVIDER shall submit a claim to the Director of Social Services of COUNTY

at the end of each month. Each payment shall be in the amount of One Thousand Six Hundred Seventy Two Dollars and Thirty Cents ($1,672.30).

17. TERM. The term of this contract shall commence on September 1, 1979, and end on June 30, 1980.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McVAGEE, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

PROVIDER:

SUMMER HOUSE

BY Caren L. Hill, Pres.
Authorized Representative

EXHIBIT A
(SUMMER HOUSE, INC.)

SUMMER HOUSE, INC.
206 5TH STREET
WOODLAND, CA 95695
(916) 662-8493

HOURS: 24 Hour Residential Care for the Developmentally Disabled

SERVICES:

ADULT RESIDENCE: Full-time (24-hour) residential services are provided for up to ten developmentally disabled adults. Services included in the program are board and care, 24-hour supervision, and training in self-help and independent living skills.

CHILDREN'S RESIDENCE: Full-time (24-hour) residential services are provided for up to six developmentally disabled children who are unable to live in a family environment because of their inappropriate behavior. Services included in the program are board and care, 24-hour supervision, specialized educational services and self-help training.

TRANSITION SERVICES: Home management services, disability management services and support services are provided to those adults who are capable of transitioning into independent living arrangements.

RESPITE SERVICES: Short-term respite care services are provided to Yolo County families with whom developmentally disabled members reside.

BK

FILED

DEC 27 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-470

(Memorandum of Understanding)

THIS MEMORANDUM OF UNDERSTANDING dated for convenience December 26, 1979, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and YOLO COUNTY GOVERNMENT EMPLOYEES' ASSOCIATION, hereinafter referred to as ASSOCIATION,

W I T N E S S E T H:

1. COUNTY agrees to amend its salary resolution effective as of the first day of the payroll period during which falls January 1, 1980, so as to specify salaries for certain classifications as are set forth in Exhibit A attached hereto, which Exhibit A is incorporated by reference as if set forth at length herein.

2. COUNTY agrees to amend its salary resolution effective as of the first day of the payroll period during which falls May 1, 1980, so as to specify salaries for certain classifications as are set forth in Exhibit B attached hereto, which Exhibit B is incorporated by reference as if set forth at length herein.

3. In consideration of the foregoing agreements by COUNTY, ASSOCIATION agrees that Yolo County Agreement No. 79-9, a Memorandum of Understanding by and between the parties hereto, is hereby modified by the deletion of Section 12.2 effective as of the first day of the payroll period during which falls January 1, 1980.

4. It is agreed that the terms and conditions of this Memorandum of Understanding itself shall constitute the whole of the agreement between the parties hereto, and that the terms and conditions of this Memorandum of Understanding shall supersede all earlier proposals, conversations, or oral or

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

written agreements constituting any portion of the meet and confer process or other discussion leading up to this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Under tanding this 26th day of December, 1979.

YOLO COUNTY GOVERNMENT EMPLOYEES' ASSOCIATION

BY John J. Ortega

BY Renee Crase

Designated Representatives

COUNTY OF YOLO, a political subdivision

BY Floyd E. McCain

FLOYD V. McCAIN
Designated Representative

Approved by final determination of the Board of Supervisors of the County of Yolo, this 26th day of December, 1979.

COUNTY OF YOLO, a political subdivision

BY Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

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WOODLAND, CA 95695
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EXHIBIT "A"

Salaries of the first day of the pay period during which falls January 1, 1980:

Class Code	Classification	Range
000010	Account Clerk I	7.67
000011	Account Clerk II	8.43
000012	Account Clerk III	9.15
000030	Accountant-Auditor I	12.55
000031	Accountant II	13.79
000032	Accountant III	15.18
000036	Accounting Technician	11.11
000065	Administrative Assistant	11.67
000071	Administrative Clerk I	7.71
000072	Administrative Clerk II	8.61
000073	Administrative Clerk III	9.59
000074	Administrative Clerk IV	10.28
000095	Admission Clerk	8.53
000103	Agricultural Biologist I	10.58
000104	Agricultural Biologist II	12.01
000105	Agricultural Biologist III	13.41
000130	Animal Control Officer I	9.38
000131	Animal Control Officer II	9.75
000150	Appraiser I	11.58
000151	Appraiser II	13.34
000152	Appraiser III	14.77

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000158	Architectural Assistant	15.31
000160	Assessment Clerk I	8.43
000161	Assessment Clerk II	9.15
000170	Assessment Office Supervisor	12.05
000215	Assistant Board of Supervisors Clerk	10.17
000220	Assistant Civil Engineer w/o Registration	15.86
000221	Assistant Civil Engineer with Registration	16.64
000320	Assistant Planner	13.62
000340	Assistant Storekeeper	8.38
000390	Associate Planner	16.10
000501	Auditor II	14.48
000502	Auditor III	15.91
000510	Auditor Appraiser I	12.38
000511	Auditor Appraiser II	13.76
000512	Auditor Appraiser III	15.40
000600	Building Crafts Mechanic	13.27
000604	Building Crafts Mechanic Trainee	7.87
000610	Building Inspector I	12.84
000611	Building Inspector II	14.09
000620	Building Maintenance Worker I	11.27
000621	Building Maintenance Worker II	12.65
000630	Buyer	12.24
000633	Buyer Trainee	10.33
000640	Cadastral Draftsperson	10.84
000660	Chief Animal Control Officer	13.05
000758	Child Health & Dis. Prev. Prog. Mgr.	16.10

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000770	Clinical Psychologist	18.74
000800	Collection Assistant	8.53
000810	Collection Manager	12.43
000818	Communications Dispatcher I	8.13
000819	Communications Dispatcher II	9.17
000840	Communications Technician	13.45
000845	Community Education & Outreach Worker Tnee	6.99
000851	Community Health Worker	9.55
000870	Computer Operator	10.59
000880	Conservatorship Officer	12.68
000890	Construction Engineer	14.90
000900	Cook I	8.01
000901	Cook II	9.22
000910	Copier-Duplicator Operator Trainee	6.63
000915	Coroner's Investigator	12.85
000970	County Printer	9.51
000972	County Printer Trainee	7.67
001005	Court Reporter	Flat $50.00 per diem
001020	Crippled Children Services Worker	9.44
001030	Custodian	8.06
001040	Custodial Supervisor	10.31
001114	Deputy Probation Officer I	11.21
001115	Deputy Probation Officer II	13.29
001116	Deputy Probation Officer III	13.92
001123	Deputy Treasurer-Tax Collector	11.49
001128	Detoxification Program Supervisor	14.95

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001215	District Road Supervisor I	14.11
001216	District Road Supervisor II	15.54
001225	Dog License Surveyor	8.06
001230	EDP Control Clerk	10.86
001250	Electronic Technician	12.24
001269	Eligibility Supervisor	11.13
001280	Eligibility Worker I	8.44
001281	Eligibility Worker II	9.44
001282	Eligibility Worker III	10.29
001290	Engineering Aide I	9.12
001291	Engineering Aide II	10.90
001300	Engineering Technician I	12.61
001301	Engineering Technician II	13.43
001320	Equipment Mechanic	11.67
001327	Equipment Service Mechanic	11.67
001330	Equipment Service Worker	9.38
001350	Family Nurse Practitioner	17.08
001353	Family Support Interviewer	8.90
001355	Family Support Officer	10.55
001360	Field Assistant	10.10
001370	Food Service Assistant	7.06
001375	Food Service Assistant Trainee	6.50
001380	Food Service Supervisor	10.64
001390	Funding Developer	9.25
001400	General Clerk I	6.43
001401	General Clerk II	7.14

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001402	General Clerk III	8.10
001420	General Laborer	8.54
001425	Graduate Nurse	9.64
001429	Groundsworker I	8.85
001430	Groundsworker II	9.59
001433	Groundskeeper Trainee	6.99
001440	Group Supervisor I	9.60
001441	Group Supervisor II	11.09
001442	Group Supervisor III	13.13
001490	Health Educator	15.33
001500	Heavy Equipment Mechanic	12.66
001514	Homemaker	8.10
001515	Homemaker Supervisor	9.35
001550	Housekeeping Supervisor	10.31
001560	Housing Specialist	16.75
001570	Identification Technician	11.48
001580	Infection Control/Inservice Training Nurse	14.47
001595	Interpreter Clerk	7.52
001599	Investigator (Welfare)	13.74
001600	Investigator I	13.68
001601	Investigator II	14.33
001605	Junior Civil Engineer	13.56
001610	Junior Planner	12.08
001680	Key Punch Operator	7.87
001685	Key Punch Operator Trainee	6.95
001710	Laboratory Clerk	7.18

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001720	Laboratory Technician	9.92
001730	Laboratory Technologist I	12.43
001731	Laboratory Technologist II	13.65
001735	Law Clerk	10.38
001736	Law Clerk Trainee	7.63
001737	Legal Intern	10.38
001740	Legal Process Clerk	8.59
001770	Librarian I	11.49
001771	Librarian II	13.23
001772	Librarian III	14.12
001790	Library Assistant I	7.14
001791	Library Assistant II	8.60
001792	Library Assistant III	9.43
001793	Library Assistant IV	10.39
001810	Library Specialist I	10.17
001812	Library Specialist II	11.18
001830	Licensed Vocational Nurse	8.70
001847	Manpower Analyst I	12.19
001848	Manpower Analyst II	14.75
001849	Manpower Analyst Trainee	7.10
001860	Master Calendar Clerk	10.90
001875	Medical Billing Clerk	8.53
001880	Medical Records Librarian	11.73
001920	Mental Health Counselor I	14.06
001930	Mental Health Counselor II	15.47
001950	Mental Health Nurse I	12.96

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001951	Mental Health Nurse II	14.25
001960	Mental Health Nurse Consultant	16.10
001970	Mental Health Worker I	7.70
001971	Mental Health Worker II	8.45
001972	Mental Health Worker III	9.28
001980	Microfilm Operator	8.43
001990	Mini-Bus Driver	9.38
002010	Municipal Court Clerk I	7.90
002011	Municipal Court Clerk II	9.31
002012	Municipal Court Clerk III	10.34
002020	Nursing Assistant	7.54
002035	Occupational Therapist	13.23
002040	Occupational Therapist Consultant	13.23
002050	Office Machines Operator	8.43
002090	Page	Flat $3.21 per hour
002100	Park Maintenance Supervisor	12.07
002130	Park Maintenance Worker I	9.59
002131	Park Maintenance Worker II	10.46
002134	Payroll-Benefits Supervisor	14.48 ~~13.90~~
002140	Physical Therapist	13.23
002160	Personnel Assistant	10.08
002186	Pharmacy Technician	8.15
002190	Pharmacist	16.63
002195	Plan Check Engineer	17.92
002198	Planning and Evaluation Health Specialist	18.51
002210	Planning Technician I	12.08

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002212	Planning Technician II	12.90
002220	Probation Aide	9.26
002244	Process Server	8.72
002260	Program Assistant - Eligibility	12.71
002280	Programmer Analyst I	12.53
002281	Programmer Analyst II	14.46
002282	Programmer Analyst III	16.24
003000	Programmer Analyst Trainee	10.86
003002	Project Coordinator	9.33
003005	Property Manager	10.12
003010	Psychiatric Social Worker I	14.06
003011	Psychiatric Social Worker II	15.47
003020	Psychiatrist	32.02
003055	Public Health Aide	8.58
003057	Public Health Education Assistant	11.53
003060	Public Health Microbiologist	14.05
003070	Public Health Nurse I	13.15
003071	Public Health Nurse II	14.47
004040	Refuse Disposal Attendant I	10.13
004041	Refuse Disposal Attendant II	11.70
004048	Refuse Disposal Attendant Trainee	8.38
004060	Refuse Disposal Superintendent	14.11
004100	Road Maintenance Worker I	9.20
004101	Road Maintenance Worker II	10.11
004102	Road Maintenance Worker III	11.14
004103	Road Maintenance Worker IV	12.25

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004150	Sanitarian I	11.62
004151	Sanitarian II	13.40
004152	Sanitarian III	14.73
004170	Sanitation Aide I	8.74
004171	Sanitation Aide II	9.59
004180	Secretary I	7.97
004181	Secretary II	8.66
004182	Secretary III	9.65
004193	Secretary Trainee	6.99
004200	Senior Appraiser	16.28
004210	Senior Building Crafts Mechanic	14.38
004220	Senior Cadastral Draftsperson	12.50
004230	Senior County Printer	10.45
004252	Senior Pharmacist	18.30
004254	Senior Planner	17.42
000425	Senior Probation Officer	15.33
004320	Shop Supervisor	15.12
004370	Social Worker I	10.42
004371	Social Worker II	11.70
004372	Social Worker III	12.99
004373	Social Worker IV	13.94
004375	Social Worker Supervisor I	13.84
004376	Social Worker Supervisor II	15.55
004400	Staff Nurse I	11.91
004401	Staff Nurse II	12.91
004405	Staff Services Analyst	13.38

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004420	Standards Evaluator	17.30
004460	Stock Clerk	8.38
004470	Storekeeper	9.53
004530	Superior Court Clerk I	9.70
004531	Superior Court Clerk II	10.17
004560	Superior Court Secretary	9.65
004570	Superior Court Secretary-Jury Commissioner	12.35
004581	Supervising Account Clerk I	10.66
004582	Supervising Account Clerk II	11.49
004590	Supervising Auditor-Appraiser	17.30
004593	Supervising Buyer	14.80
004596	Supervising Clerk	10.07
004601	Supervising Communications Dispatcher	10.10
004605	Supervising Communications Technician	14.80
004610	Supervising General Clerk I	10.07
004630	Supervising Laboratory Technologist	14.33
004635	Supervising Legal Process Clerk	9.78
004670	Supervising Medical Billing Clerk	9.51
004680	Supervising Nurse	15.12
004700	Supervising Public Health Nurse	15.90
004740	Surgery Technician	8.70
004745	Systems Analyst	16.24
004755	Systems Programmer	16.24
004770	Traffic Maintenance Supervisor	12.50
004790	Traffic Maintenance Worker I	10.11
004791	Traffic Maintenance Worker II	11.14

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004830	Typist Clerk I	6.64
004831	Typist Clerk II	7.37
004832	Typist Clerk III	8.10
004870	Veterans Service Assistant I	8.70
004871	Veterans Service Assistant II	10.76
004890	Vocational Assistant	8.10
004891	Vocational Trainee	7.71
004900	Ward Clerk	7.38
004990	Weed & Pest Control Survey Worker	7.94
005000	Weed & Vertebrate Control Operator I	10.58
005001	Weed & Vertebrate Control Operator II	11.10
005040	Weights & Measures Inspector I	10.73
005041	Weights & Measures Inspector II	11.91
005080	Work Project & Transportation Officer	9.71
005090	X-Ray Technician I	10.49
005091	X-Ray Technician II	12.10

APPROVED:

YOLO COUNTY GOVERNMENT EMPLOYEES' ASSOCIATION

By: John J. Ortega

COUNTY OF YOLO, a political subdivision of the State of California

By: Floyd E. McCain

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

EXHIBIT "B"

Salaries as of the first day of the pay period during which falls May 1, 1980:

Class Code	Classification	Range
000610	Building Inspector I	13.27
000611	Building Inspector II	14.58
000630	Buyer	12.39
000633	Buyer Trainee	10.46
004605	Communications Technician	14.08
001250	Electronic Technician	12.80
001269	Eligibility Supervisor	11.32
001320	Equipment Mechanic	12.07
001327	Equipment Service Mechanic	12.07
001330	Equipment Service Worker	9.71
001500	Heavy Equipment Mechanic	12.66
001599	Investigator (Welfare)	14.06
001990	Mini-Bus Driver	9.59
004252	Pharmacist	16.82
002186	Pharmacy Technician	8.25
004100	Road Maintenance Worker I	9.41
004101	Road Maintenance Worker II	10.34
004252	Senior Pharmacist	18.50
004320	Shop Supervisor	15.64
004593	Supervising Buyer	14.99
004605	Supervising Communications Technician	15.50

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004790 Traffic Maintenance Worker I 10.34

APPROVED:

YOLO COUNTY GOVERNMENT EMPLOYEES' ASSOCIATION

By: John J. Ortega

COUNTY OF YOLO, a political subdivision of the State of California

By: Floyd E. McCain

Betsy A. Marchand

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

OFFICE OF THE
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BR

FILED
JAN - 2 1980
PETER McNAMEE, Clerk
By Jan Orser Deputy

AGREEMENT NO. 80-1
(UNITED CHRISTIAN CENTER)

THIS AGREEMENT, dated for convenience this 2nd day of January, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and UNITED CHRISTIAN CENTER, a non-profit Corporation hereinafter referred to as "PROVIDER",

W I T N E S S E T H:

RECITALS:

A. COUNTY is desirous of making provisions for services to enhance the everyday living of elderly East Yoloans through the maintenance of activities and services which stimulate better mental health, encourage independent living as long as possible and provide opportunities to supplement monthly income.

B. PROVIDER is a non-profit organization capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform

services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this

agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment shall be made to PROVIDER upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to COUNTY shall be deducted from any sum due to PROVIDER under this agreement, and the balance, if any, shall be paid PROVIDER upon demand.

8. RECORDS. PROVIDER shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this agreement, including working papers in any way associated with the performance of this agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of the agreement, and for a period of three (3) years from and after the date of final payment.

9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this agreement, PROVIDER and any agents and employees of PROVIDER are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that PROVIDER shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

10. TIME. Time is the essence of this agreement.

11. NO ALTERATION. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

12. LAWS.

A. PROVIDER shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. PROVIDER shall secure

any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended, and any other federal, state or local law or regulation which prohibits discrimination on the basis of sex, race, religion, age, handicap, or ethnic background in the hiring of employees or in providing services under this agreement.

13. COMPENSATION. The consideration to be paid PROVIDER, as provided herein, shall be in compensation for all of PROVIDER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

14. PROVIDER shall be responsible for the selection and procurement of necessary supplies and incidentals for provision of services under this agreement.

15. SUCCESSORS. This agreement shall inure to the benefit and bind the successors of each of the parties.

16. PAYMENT. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the PROVIDER herein expressed, does hereby agree to pay as total compensation to PROVIDER the sum of Twelve Thousand Eight Hundred and Sixty Five Dollars ($12,865) in ten (10) monthly payments, for the months beginning September 1, 1979 and ending June 30, 1980. PROVIDER shall submit a claim to the Director of Social Services of COUNTY at the end of each month. Each payment shall be in the amount of One Thousand Two Hundred Eighty Six Dollars and Fifty Cents ($1,286.50).

17. TERM. The term of this contract shall commence on September 1, 1979, and end on June 30, 1980.

18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

19. The waiver of any breach of any provision of this agreement shall not be construed to be a waiver of a breach of any other provision of this agreement, or of any such subsequent breach thereof.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY:

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marshall
CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Jan Orser
(DEPUTY)

(SEAL)

PROVIDER:

UNITED CHRISTIAN CENTER

BY Vernon Fruman
Authorized Representative

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

EXHIBIT A

EAST YOLO SENIOR CITIZEN PROGRAM

EAST YOLO SENIOR CITIZEN PROGRAM
UNITED CHRISTIAN CENTER, BRODERICK UNIT
110 6th Street
Broderick, CA 372-0200

HOURS: Monday through Friday - 9:00 a.m. - 5:00 p.m.

PROGRAM

The purpose of the program is to enhance the everyday living of elderly East Yoloans through the maintenance of activities and services which stimulate better mental health, encourage independent living as long as possible and provide opportunities to supplement monthly income.

The services provided are transportation, social educational and recreational activities, information and referral services, telephone reassurance and home visiting services, a nutrition program which includes meal delivery to shut-in seniors, advocacy services, and crisis intervention.

The above services are provided to members of the East Yolo community who are fifty years and older and certain disabled persons who have no other resources to assist them.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Book

MODIFICATION FORM

RECEIVED JAN 18 1980

REQUEST FOR PROGRAM MODIFICATION
City of Davis

DATE
12-6-79

AGREEMENT NO
80-2

Title: II-D

Modification Number

Contract Number

Program: PSE

001

79-359

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [x] Decreased by $28,932

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled position.

FILED
JAN 23 1980
PETER McNAMEE, Clerk
By Vickie Miyahara
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$34,920
Rev grand total and fixed price

Richard L. Rose 1-17-80
Signature of program operator Date

Recommendation and/or comments by staff:

[X] Approve [ ] Disapprove

Recommendation of the MAPC

[X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert A. Marchand JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 [redacted] Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-359

[ ] ORGINAL [X] REVISION NO. 1 DATE 11-30-79

Subgrantee Name and Address:

City of Davis
226 F Street
Davis, CA 95616

Contact Person: Ayad Munir
Phone 756-3740 (x[redacted]35)
Period: From 12-1-79 To 9-30-80
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						2,910			2,910
NOV.						"			"
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						34,920			34,920

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			2,412	498				2,910
NOV.			"	"				"
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			28,944	5,976				34,920

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Howard L. Rees, City Manager
Name and Title of Authorized Official

Howard L. Rees
Signature

For CETA Approval Only:

Jack A. Boyer — Fiscal Officer — 12-26-79 Date

[redacted] — CETA Director — 12-27-79 Date

YC 106 (10-79)

POSITION LISTING

Title II-D

CITY OF DAVIS

	POSITION	Salary 10-1-79 to 9-30-80	Benefits	Total
1	Clerk Typist (790/172)	$9,480	$2,064	$11,544
1	Custodian (830/163)	9,960	1,956	11,916
1	Parking Enforcement Officer Trainee (792/163)	9,504	1,956	11,460
3		$28,944	$5,976	$34,920

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK.

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION
CITY OF WINTERS

DATE
12-6-79

AGREEMENT NO.
80-3

Title: II-D
Program: PSE

Modification Number
001

Contract Number
79-360

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [x] Decreased by $7,668

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled position.

FILED
FEB 13 1980
PETER McNAMEE, Clerk
By Bobbie Boyd Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$33,948
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[+] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bob A. Moreland JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 26-360

[ ] ORGINAL [X] REVISION NO. 1

DATE 11-30-79

Subgrantee Name and Address:

City of Winters
Box 457
Winters, CA95894

Contact Person: Mike Jones
Phone 795-4910
Period: From 12-1-79 To 9-30-80
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						2829			2829
NOV.						"			"
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						33,948			33,948

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			1,992	837				2,829
NOV.			"	"				"
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			23,904	10,044				33,948

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer — Date 12-20-79

CETA Director — Date 12-20-79

YC 106 (10-79)

POSITION LISTING

Title II-D

City of Winters

	Position	Salary 10-1-79 to 9-30-80	Benefits	Total
1	Clerk Typist (784/321)	$ 9,408	$3,852	$13,260
2	Police Service Aide (604/258)	14,496	6,192	20,688
3		$23,904	$10,044	$33,948

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK.

MODIFICATION FORM

RECEIVED FEB 2 2 1980

REQUEST FOR PROGRAM MODIFICATION
CITY OF WOODLAND

DATE
12-6-79

AGREEMENT NO.
80-4

Title: II-D
Program: PSE

Modification Number
-001

Contract Number
79-361

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ XX Decreased by $69,752

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED
FEB 25 1980
PETER McNAMEE, Clerk
By Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$65,644
New grand total and fixed price

X Thos. A. Stevenson 2-19-80
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer JAN [illegible] Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-341

[ ] ORGINAL [X] REVISION NO. 1

DATE 11-30-79

Subgrantee Name and Address:
City of Woodland
Parks & Rec. Dept. 1017 Main Street
Woodland, CA 95695

Contact Person: John A. Suhr
Phone 662-5416 (Xt 59)
Period: From 12-1-79 To 9-30-80
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						5472			5472
NOV.						"			"
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						65,664			65,664

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			4,140	1,332				5,472
NOV.			"	"				"
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			49,680	15,984				65,664

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Thomas A. Peterson, City Manager
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-28-79

YC 106 (10-79)

Position Listing

Title II-D

City of Woodland

POSITION	Salary 10-1-79 to	Benefits 9-30-80	Total
3 Parks Maintenance Worker (833/282)	$29,988	$10,152	$40,140
3 Parks Maintenance Worker Trainee (547/162)	19,692	5,832	25,524
6	$49,680	$15,984	$65,664

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

RECEIVED JAN 2 5 1980

REQUEST FOR PROGRAM MODIFICATION — DATE 12-7-79 — AGREEMENT NO. 80-5

Davis Joint Unified School District

Title: II-D — Modification Number 001 — Contract Number 79-380

Program: PSE

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $2,960

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled position.

FILED
JAN 30 1980
PETER McNAMEE, Clerk
By Vickie Weinbaum
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$48,244
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer JAN 2- 1980 Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-380

[ ] ORGINAL [X] REVISION NO. 1

DATE 11-30-79

Subgrantee Name and Address:

Davis Joint Unified School District
526 B Street
Davis, CA 95616

Contact Person: Leo Masson
Phone 756-0301
Period: From 12-1-79 To 9-30-80
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						2,597			2,597
NOV.						"			"
DEC.						4,305			4,305
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						48,244			48,244

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			2,064	533				2,597
NOV.			"	"				"
DEC.			3,378	927				4,305
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			37,908	10,336				48,244

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Leo Masson-Personnel Director Interim
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10-79)

POSITION LISTING

Title II-D

Davis Joint Unified School District

	POSITION	Salary 10-1-79 to 11-30-79	Benefits 10-1-79 to 11-30-79	Total
1	Account Clerk/Attendant (647/180)	$ 1,294	$ 360	$ 1,654
1	Groundsworker I (770/163)	1,540	326	1,866
1	Receptionist (647/190)	1,294	380	1,674
3	Total	$ 4,128	$ 1,066	$ 5,194

	POSITION	Salary 12-1-79 to 9-30-80	Benefits 12-1-79 to 9-30-80	Total
1	Account Clerk/Attendant (647/180)	$ 6,470	$ 1,800	$ 8,270
1	Groundsworker I (770/163)	7,700	1,630	9,330
2	Instructional Aide I/II (657/197)	13,140	3,940	17,080
1	Receptionist (647/190)	6,470	1,900	8,370
		33,780	9,270	43,050
5	Total	$ 37,908	$ 10,336	$48,244

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED JAN 2 4 1980

Bk.

REQUEST FOR PROGRAM MODIFICATION — DATE — AGREEMENT NO.

Economic Opportunity Commission of Yolo County — 12-7-79 — 80-6

Title: II-D	Modification Number	Contract Number
Program: PSE	001	79-381

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [xx] Decreased by $10,560

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount becasue of unfilled position.

FILED

JAN 30 1980

PETER McNAMEE, Clerk

By Richie Miyahara Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$37,740

New grand total and fixed price

Signature of program operator — Date 11/23/80

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bob G. Merchand — JAN 2 - 1980 — 12-1-79

Signature of Authorized Officer — Date — Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-381

☐ ORGINAL ☐ REVISION NO. _____

DATE 11-30-79

Subgrantee Name and Address:

Economic Opportunity Commission of Yolo Co.
442 College Street
Woodland, CA 95695

Contact Person: Audrey L. Smith
Phone 666-0981
Period: From 12-1-79 To 9-30-80
Program Name: [illegible]

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						3,145			3,145
NOV.						"			"
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						37,740			37,740

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			2,705	440				3,145
NOV.			"	"				"
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			32,460	5,280				37,740

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Audrey L. Smith, Executive Director
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10-79)

POSITION LISTING

Title II-D

Economic Opportunity Commission of Yolo County

POSITION	Salary 10-1-79 to 9-30-80	Benefits 10-1-79 to 9-30-80	Total
2 Cannery Outreach Worker (541/88)	$12,984	$2,112	$15,096
3 Clerk Typist (541/88)	19,476	3,168	22,644
5	$32,460	$5,280	$37,740

BK.

MODIFICATION FORM

RECEIVED JUL 2 2 1980

JUEST FOR PROGRAM MODIFICATION
KVIE CHANNEL 6

DATE
12-7-79

AGREEMENT #
80-7

:le: II-D
ogram: PSE

Modification Number
001

Contract Number
79-382

nges herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $2,932

above number contract is to be modified as follows: (Attach support documents)

ERAL INTENT

To decrease contract amount because of unfilled positions during first two months of original contract.

FILED

JUL 30 1980

PETER McNAMEE, Clerk
By Vikie Mayeliana
DEPUTY

IFICATION

1. Revised operating budget.
2. Revised position listing.

$15,860
grand total and fixed price

Signature of program operator 7/18/80
Date

ommendation and/or comments by staff: [X] Approve [ ] Disapprove

ommendation of the MAPC [X] Approve [ ] Disapprove

ON OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy C. Marchand

12-1-79

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II:D

CONTRACT NO. 29-380

[ ] ORGINAL [X] REVISION NO. 1

DATE 12-3-79

Subgrantee Name and Address:

KVIE CHANNEL 6
P.O.Box 6
Sacramento, CA 95833

Contact Person: Horst Bruenjas
Phone 929-5843
Period: From 12-1-79 To 9-30-80
Program Name: PSE

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						765			765
NOV.						"			"
DEC.						1,433			1,433
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						15,860			15,860

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	SUBSIDIZE SUBS.	
OCT.			688	77				765
NOV.			"	"				"
DEC.			1,288	145				1,433
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			14,256	1,604				15,860

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and title of Authorized Official

Horst Bruenjes, Chief Financial Officer
Signature

For CETA Approval Only:

Fiscal Officer — Date 12-27-79

Program Officer — Date 12-27-79

POSITION LISTING

Title II-D

KVIE CHANNEL 6

POSITION		Salary 10-1-79 to 9-30-80	Benefits	Total
1	Senior Production Crew (688/77)	$ 8,256	$ 924	$9,180
1	Television Graphic Artist Trainee (600/68) (12-1-79 to 9-30-80)	6,000	680	6,680
2		$14,256	$1,604	$15,860

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

EDD Reg # 8000526 Current

RECEIVED MAR 2 8 1980

QUEST FOR PROGRAM MODIFICATION

DATE 12-10-79

AGREEMENT NO. 80-8

STATE CETA OFFICE - Department of Forestry

itle: II-D

Modification Number 001

Contract Number 79-369

rogram: PSE

hanges herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [XX] Decreased by $ 7,691

he above number contract is to be modified as follows: (Attach support documents)

ENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED

MAR 2 8 1980

PETER McNAMEE, Clerk

By Richie Mirabana

DEPUTY

ODIFICATION

1. Revised operating budget.
2. Revised position listing.

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

MAR 2 6 1980

$541.

ew grand total and fixed price

Signature of program operator Date

ecommendation and/or comments by staff:

[X] Approve [ ] Disapprove

ecommendation of the MAPC

[X] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[+] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Richie Mirabana JAN 2 - 1980

12-1-79

Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 Fi [redacted] treet, Woodland, California [redacted]95695

CETA OPERATING BUDGET

CONTRACT NO. 79-369

TITLE: II-D

[ ] ORGINAL [X] REVISION NO. 1

DATE December 10, 1979

Subgrantee Name and Address:

State of California Dept. of Forestry-Davis
5800 Chiles Road
Davis, CA 95616

Contact Person: C. Jay Eden
Phone 753-2441
Period: From 12-1-79 To 9-30-80
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						541			541
NOV.						-0-			-0-
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						541			541

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			539	2				541
NOV.			-0-	-0-				-0-
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			539	2				541

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10/79)

POSITION LISTING

TITLE II-D

State CETA Office for Department of Forestry, Davis
Headquarters Nursery

	Position	Salary for 10/79	Benefits	Total
1	Assistant Clerk	$539.00	$2.00	$541.00

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

RECEIVED JAN 1 8 1980

REQUEST FOR PROGRAM MODIFICATION
SUMMER HOUSE, INC.

DATE 12-7-79

AGREEMENT NO 80-9

Title: II-D
Program: PSE

Modification Number 001

Contract Number 79-363

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $ 12,876

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED
JAN 23 1980
PETER McNAMEE, Clerk
By Bobbie Mayberry
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$28,740
New grand total and fixed price

Karen Ann Cross 1-17-80
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

x Bob Marchand JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-363

☐ ORGINAL ☐ REVISION NO. 1

DATE 12-3-79

Subgrantee Name and Address:
Summer House, Inc., Adult Services
P.O.Box 1724
Woodland, cA 95695

Contact Person: Karen Peterson
Phone 662-8493
Period: From 12-1-79 To 9-30-80
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						2395			2,395
NOV.						"			"
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						28,740			28,740

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			1923	472				2395
NOV.			"	"				"
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			23,076	5664				28,740

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Karen Peterson Program Manager — Name and Title of Authorized Official
Karen Ann Cross — Signature
Jack W. Baker — Fiscal Officer — 12-26-79 — Date
Edward L. Chatten Jr. — CETA Director — 12-27-79 — Date

YC 106 (10-79)

POSITION LISTING

Title II-D

SUMMER HOUSE, INC.

	Position	Salary 10-1-79 to 9-30-80	Benefits	Total
2	Child Counselor Trainee (647/112)	$15,528	$2,688	$18,216
1	Support Resident/Instructor (629/248)	7,548	2,976	10,524
3		$23,076	$ 5,664	$28,740

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED FEB 1 5 1980

REQUEST FOR PROGRAM MODIFICATION — DATE 12-11-79 — AGREEMENT NO. 80-10

University of California, DAvis

Title: II-D — Modification Number 001 — Contract Number 79-387

Program: PSE

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [xx] Decreased by $ 169,100

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions and to transfer ten positions to Title VI

FILED

FEB 19 1980

PETER McNAMEE, Clerk

By Peter Miyahira Deputy

MODIFICATION

$193,744

New grand total and fixed price

JAN 28 1980

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer JAN 2 - 1980 Date

12-1-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-387

[ ] ORGINAL [ ] REVISION NO. 1

DATE December 10, 1979

Subgrantee Name and Address:

University of California, Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Emily Mast
Phone 752-7300
Period: From 12-1-79 To 9-30-80
Program Name: PSE

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						30,247			30,247
NOV.						"			"
DEC.						13,325			13,325
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						193,744			193,744

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			27,306	2,941				30,247
NOV.			"	"				"
DEC.			11,870	1,455				13,325
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			173,312	20,432				193,744

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer — Date 12-27-79

CETA Director — Date 12-27-79

106 (10-79)

Position Listing

Title II-D

University of California, Davis

Position	Salary 10-1-79 to 11-30-79	Benefits	Total
10 Assistant I 2 Mo. @ 617/92	$ 12,340	$ 1,840	$ 14,180
1 Animal Technician 2 Mo @ 603/41	1,206	82	1,288
1 Assistant Animal Technician 2 mo. @ 866/79	1,732	158	1,890
2 Assistant Animal Technician Trainee 2 mo. @ 645/10	2,580	40	2,620
1 Clerk (½ time) 2 mo. @ 425/55	850	110	960
1 Clerk 2 mo @ 714/50	1,428	100	1,528
1 Clerk Typist 2 mo. @ 825/11	1,650	22	1,672
1 Coder Trainee 2 mo. @ 866/91	1,732	182	1,914
2 Groundskeeper 2 mos. @ 899/108	3,596	432	4,028
1 Library Assistant I 2 mos. @ 617/92	1,234	184	1,418
5 Principal Clerk Trainee 2 mo. @ 899/112	8,990	1,120	10,110
1 Secretary II Trainee 2 mos. @617/92	1,234	184	1,418
3 Senior Clerk 2 mos @ 851/79	5,106	474	5,580
2 Senior Clerk Trainee 2 mos @ 781/111	3,124	444	3,568
5 Senior Typist Clerk A Trainee 2 mos. @ 781/51	7,810	510	8,320
37 TOTALS Page 1	54,612	5,882	60,494

POSITION LISTING

Title II-D

University of California, Davis

Position		Salary 12-1-79 to 9-30-80	Benefits	Total
12	Assistant II 10 Mo @645/92	$77,400	$11,040	$88,440
1	Coder Trainee 10 Mo @866/91	8,660	910	9,570
2	Senior Clerk 10 Mo @851/79	17,020	1,580	18,600
2	Senior Typist Clerk A Trainee 10 Mo @781/51	15,620	1,020	16,640
17	Totals Page 2	$118,700	$14,550	$133,250
	Totals Page 1	54,612	5,882	60,494
	Total	$173,312	$20,432	$193,744

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK,

MODIFICATION FORM

RECEIVED JAN 2 4 1980

REQUEST FOR PROGRAM MODIFICATION

DATE 12-7-79

AGREEMENT NO 80-11

WINTERS JOINT UNIFIED SCHOOL DISTRICT

Title: II-D

Program: PSE

Modification Number 001

Contract Number 79-373

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [x] Decreased by $ 15,370

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED

JAN 30 1980

PETER McNAMEE, Clerk

By Bobbie Miyabara Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

WILLIAM H. OSER, DIRECTOR OF FEDERAL PROJ.

$85,130

ew grand total and fixed price

Signature of program operator Date 1-17-80

Recommendation and/or comments by staff:

[x] Approve [ ] Disapprove

Recommendation of the MAPC

[x] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[x] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert A. Marchand JAN 2 - 1980

ignature of Authorized Officer Date

12-1-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 29-373

[ ] ORGINAL [X] REVISION NO. 1

DATE December 7, 1979

Subgrantee Name and Address:
Winters Joint Unified School District
47 Main Street
Winters, CA 95694

Contact Person: William Oser
Phone 795-4588
Period: From 12-1-79 To 9-30-79
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						5005			5005
NOV.						"			"
DEC.						7512			7512
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						85,130			85,130

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			3904	1101				5005
NOV.			"	"				"
DEC.			5864	1648				7512
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			66,448	18,682				85,130

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

WILLIAM H. OSER, DIR., FEDERAL PROJECTS
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10-79)

Position Listing

Title II-D

Winters Joint Unified School District

	Position	Salary 10-1-79 to 11-30-79	Benefits	Total
1	Bookkeeper (622/177)	$ 1,244	$ 354	$ 1,598
3	Gardner/Custodian (669/188)	4,014	1,128	5,142
1	Library Clerk (622/177)	1,244	354	1,598
1	Secretary (653/183)	1,306	366	1,672
6		$ 7,808	$ 2,202	$10,010

	Position	Salary 12-1-79 to 9-30-80	Benefits	
1	Bookkeeper (622/177)	$ 6,220	$ 1,770	$ 7,990
5	Gardner/Custodians (669/188)	33,450	9,400	42,850
2	Library Clerks (622/177)	12,440	3,540	15,980
1	Secretary (653/177)	6,530	1,770	8,300
9		$58,640	$16,480	$75,120
	Total	$66,448	$18,682	$85,130

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

RECEIVED JAN 2 1 1980

REQUEST FOR PROGRAM MODIFICATION
YOLO COUNTY SUPERINTENDENT OF SCHOOLS - PROJECT MOVE

DATE 12-6-79

AGREEMENT NO 80-12

Title: II-D

Modification Number 001

Contract Number 79-384

Program: PSE

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [XX] Decreased by $43,632

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED
JAN 23 1980
PETER McNAMEE, Clerk
By Debbie Mizuhara
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$13,128
new grand total and fixed price

Forrest L Hounsell 80/01/18
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Peter L. Marshall JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-381

[ ] ORGINAL [X] REVISION NO. 1

DATE 11-30-79

Subgrantee Name and Address:
Yolo County Office of Education
313 Fourth Street
Woodland, CA 95695

Contact Person: JESUS M. MORENO
Phone 666-0925
Period: From 12-1-79 To 9-30-79
Program Name: PROJECT MOVE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						1,894			1,894
NOV.						"			"
DEC.						934			934
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						13,128			13,128

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			1,394	500				1,894
NOV.			"	"				"
DEC.			677	257				934
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			9,558	3,570				13,128

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD, ASST SUPT.
Name and Title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Fiscal Officer — Date 12-27-79

CETA Director — Date 12-27-79

106 (10-79)

Position Listing

Title II-D

Yolo County Office of Education

Position	Salary 10-1-79 to 9-30-80	Benefits	Total
1 Clerk Typist (677/257)	$8,124	$3,084	$11,208
1 Custodian Trainee (717/243) (10-1-79 to 11-30-79)	1,434	486	1,920
2	$9,558	$3,570	$13,128

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK

REQUEST FOR PROGRAM MODIFICATION
YUBA COLLEGE - Woodland Center

DATE 12-11-79

AGREEMENT NO. 80-13

Title: II-D

Modification Number 001

Contract Number 79-377

Program: PSE

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [xx] Decreased by $13,226

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled position.

MODIFICATION

1. Revised operating budget.

$562
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [x] Approve [ ] Disapprove

Recommendation of the MAPC [x] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[x] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marchand JAN 2 - 1980

Signature of Authorized Officer Date

12-1-79

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-D

CONTRACT NO. 79-377

[ ] ORGINAL [XX] REVISION NO. 1

DATE 12-11-79

Subgrantee Name and Address:

YUBA COLLEGE - Woodland benter
North Beale Road & Linda Avenue
Marysville, CA 95901

Contact Person: ROBERT CAREY

Phone

Period: From 12-1-79 To 9-30-79

Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						562			562
NOV.						-0-			-0-
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						562			562

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			264	298				562
NOV.			-0-	-0-				-0-
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			264	298				562

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer — Date

CETA Director — Date 12-27-79

YC 106 (10-79)

POSITION LISTING

TITLE II-D

YUBA COLLEGE - Woodland Center

	Position	Salary for 10/79	Benefits	Total
1	Secretary I/II	$264	$298	$562

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED FEB 1 1980

BK

REQUEST FOR PROGRAM MODIFICATION
City of Winters

DATE 12-11-79

AGREEMENT NO. 80-14

Title: VI	Modification Number 001	Contract Number 79-399
Program: PSE		

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $133,060 200,816

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED

FEB 13 1980

PETER McNAMEE, Clerk

By _____ Deputy

MODIFICATION

1. Revised operating budget.
2. Revised positon listing.

$66,956
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff:

[X] Approve [ ] Disapprove

Recommendation of the MAPC

[✓] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[✓] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

JAN 2 - 1980
Date

12-1-79
Effective date of modificat

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI CONTRACT NO. 79-399

[ ] ORGINAL [x] REVISION NO. 1 DATE 12-3-79

Subgrantee Name and Address:
City of Winters
P.O.Box 457
Winters CA 95694

Contact Person: MIKE JONES
Phone 795-4910
Period: From 12-1-79 To 9-30-80
Program Name: PSE

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.					4,928				4,928
NOV.					"				"
DEC.					5,710				5,710
JAN.					"				"
FEB.					"				"
MAR.					"				"
APR.					"				"
MAY					"				"
JUNE					"				"
JULY					"				"
AUG.					"				"
SEPT.					"				"
TOTAL					66,956				66,956

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			3,472	1,456				4,928
NOV.			"	"				"
DEC.			4,042	1,668				5,710
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			47,364	19,592				66,956

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-24-79

CETA Director — Date 12-26-79

YC 106 (10-79)

POSITION LISTING

Title VI

CITY OF WINTERS

POSITION		Salary 10-1-79	Benefits to 9-30-80	TOTAL
2	Administrative Assistant (837/394)	$20,088	$9,456	$29,544
2	Maintenance Worker (899/334)	21,576	8,016	29,592
1	Technical Service Aide (Police)(570/212) (for 10 months)	5,700	2,120	7,820
5		$47,364	$19,592	$66,956

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED FEB 2 2 1980

REQUEST FOR PROGRAM MODIFICATION
CITY OF WOODLAND

DATE 12-11-79

AGREEMENT NO 80-15

Title: VI	Modification Number	Contract Number
Program: PSE	001	79-404

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $ 15,960

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled position.

FILED
FEB 25 1980
PETER McNAMEE, Clerk
By Rita Murphy
Deputy

MODIFICATION

1. Revised position listing.
2. Revised operating budget.

$12,672
New grand total and fixed price

Thos. A. Stetson 2-19-80
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Barbara A. Marchand JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI CONTRACT NO. 79-404

[ ] ORGINAL [X] REVISION NO. 1 DATE 12-3-79

Subgrantee Name and Address:

City of Woodland
300 First Street
Woodland, CA 95695

Contact Person: Kris Kristensen
Phone 662-5416 X21
Period: From 12-1-79 To 9-30-80
Program Name: PSE

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						1,056			1,056
NOV.						"			"
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						12,672			12,672

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			834	222				1,056
NOV.			"	"				"
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			10,008	2,664				12,672

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Thomas A. Peterson, City Manager
Name and Title of Authorized Official

X Thos. A. Peterson
Signature

Jack A. Butler
Fiscal Officer

12-4-79
Date

Donald L. Schmidt Jr.
CETA Director

12-6-79
Date

YC 106 (10-79)

POSITION LISTING

Title VI

City of Woodland

	POSITION	Salary 10-1-79	Benefits to 9-30-80	Total
1	Maintenance Worker - 834/ 222	$10,008	$2,664	$12,672
1				

BK

MODIFICATION FORM

RECEIVED MAY 1 0 1980

REQUEST FOR PROGRAM MODIFICATION
EAST YOLO COMMUNITY SERVICES DISTRICT

DATE 12-11-79

AGREEMENT 80-16

Title:	Modification Number	Contract Number
VI		
Program: PSE	001	79-398

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [xx] Decreased by $33,408

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of reclassified positions.

FILED

MAY 20 1980

PETER McNAMEE, Clerk
By Rose Mirabana
DEPUTY

MODIFICATION

1. Revised operating budget.
2. Revised position listing

$65,868
New grand total and fixed price

X _____ 5.15.80
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marshall JAN 2 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VII

CONTRACT NO. 79-398

[ ] ORGINAL [X] REVISION NO. 1

DATE 12-3-79

Subgrantee Name and Address:
East Yolo Community Services Dept.
P.O.Box 802
West Sacramento, CA 95691

Contact Person: W. K. Munchheimer
Phone 371-5132
Period: From 12-1-79 To 9-30-80
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						4,699			4,699
NOV.						"			"
DEC.						5,647			5,647
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						65,868			65,868

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			3,394	1,305				4,699
NOV.			"	"				"
DEC.			4,075	1,572				5,647
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			47,538	18,330				65,868

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

W. K. Munchheimer, General Manager - EYCSD
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date

CETA Director — 12-7-79 Date

YC 106 (10-79)

POSITION LISTING

Title VI

East Yolo Community Services District

	POSITION	Salary 10-1-79 to 11-30-79	Benefits	Total
4	Assistant Groundsworker (681/267)	$5,448	$2,136	$7,584
1	Assistant Wastewater Worker or Pump Maintenance Trainee (670/237)	1,340	474	1,814
5		6,788	2,610	9,398

	POSITION	Salary 12-1-79 to 9-30-80	Benefits	
1	Assistant Wastewater Worker or Pump System Maintenance Trainee (670/237)	$6,700	$2,370	$9,070
5	Assistant Groundsworker (681/267)	$34,050	$13,350	$47,400
6	Total	$47,538	$18,330	$65,868

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK.

MODIFICATION FORM

RECEIVED JAN 2 4 1980
RECEIVED JAN 1 8 1980

REQUEST FOR PROGRAM MODIFICATION
WASHINGTION FIRE PROTECTION DISTRICT

DATE 12-11-79

AGREEMENT NO 80-17

Title: VI

Modification Number 001

Contract Number 79-400

Program: PSE

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ XX Decreased by $ 13,668

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To reduce contract amount because of unfilled positions.

FILED

FEB - 8 1980

PETER McNAMEE, Clerk
By Victoria Mijalbas
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$13,668
New grand total and fixed price

Joey Smith - 1-22-80
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy A. Marchand JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI CONTRACT NO.

[ ] ORGINAL [x] REVISION NO. 1 DATE 12-3-79

Subgrantee Name and Address:

Washington Fire Protection District

132 15th Street, West Sacramento 95691

Contact Person: Ben Nugent

Phone 372-0424

Period: From 12-1-79 To 9-30-80

Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						1,139			1,139
NOV.						"			"
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						13,668			13,668

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			899	240				1,139
NOV.			"	"				"
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			10,788	2,880				13,668

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Joe Smith
Signature

Jack A. Brown
Fiscal Officer — 12-14-79 Date

Lawson L. Clinton Jr.
CETA Director — 12-26-79 Date

YC ~~106~~ (10-79)

POSITION LISTING

Title VI

WASHINGTON FIRE PROTECTION DISTRICT

POSITION	Salary 10-1-79 to 9-30-80	Benefits	Total
1 Firefighter (899/240)	$10,788	$2,880	$12,668

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

RECEIVED FEB 1 5 1980

REQUEST FOR PROGRAM MODIFICATION
University of California, Davis

DATE
12-19-79

AGREEMENT NO.
80-18

Title: VI	Modification Number	Contract Number
Program: PSE	001	79-405

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [xx] Increased by $ 51,700 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase contract amount because of ten positions being transferred from Title II-D

FILED
FEB 19 1980
PETER McNAMEE, Clerk
By Tobie Mayhard
Deputy

MODIFICATION

1 Revised operating budget
2. Revised position listing

$310,108
New grand total and fixed price

JAN 28 1980
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer JAN 2 - 1980 Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. 79-405

[ ] ORGINAL [X] REVISION NO. 1

DATE December 12, 1979

Subgrantee Name and Address:

University of California, Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Emily Mast

Phone 752-7300

Period: From 12-1-79 To 9-30-79

Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						21,534			21,534
NOV.						"			"
DEC.						26,704			26,704
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						310,108			310,108

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			20,457	1,077				21,534
NOV.			"	"				"
DEC.			25,219	1,485				26,704
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			293,104	17,004				310,108

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10-79)

Position Listing

Title VI

University of California, Davis

Position		Salary 10-1-79 to 11-30-79	Benefits	Total
1	Administrative Assistant @798/100	$ 1,596	$ 200	$ 1,796
1	Assistant Animal Technician Trainee @715/10	1,430	20	1,450
2	Assistant Storekeeper @780/40	3,120	160	3,280
2	Storekeeper Trainee @715/10	2,860	40	2,900
1	Counselor I @899/65	1,798	130	1,928
1	Groundskeeper @899/10	1,798	20	1,818
3	Laboratory Assistant II @899/40	5,394	240	5,634
6	Laboratory Assistant I @780/40	9,360	480	9,840
1	Laboratory Helper Trainee @ 680/10	1,360	20	1,380
1	Laboratory Assistant II Trainee @715/37	1,430	74	1,504
4	Laboratory Assistant I Trainee @697/80	5,576	640	6,216
2	Maintenance Worker I @899/10	3,596	40	3,636
1	Principal Clerk @798/45	1,596	90	1,686
26	Total Page 1	$40,914	$ 2,154	$43,068

Position Listing

Title VI

University of California, Davis

Position		Salary 12-1-79 to 9-30-80	Benefits	Total
1	Administrative Assistant Trainee 10 Mo. @798/100	$ 7,980	$ 1,000	$ 8,980
2	Assistant Animal Technician Trainee 10 Mo @769/10	15,380	200	15,580
2	Assistant II 10 Mo @645/20	12,900	400	13,300
1	Clerk 10 Mo @714/50	7,140	500	7,640
1	Clerk Trainee 10 Mo @780/20	7,800	200	8,000
1	Clerk Typist 10 Mo @825/11	8,250	110	8,360
1	Counselor I 10 Mo @899/65	8,990	650	9,640
1	Groundskeeper 10 Mo @899/108	8,990	1,080	10,070
6	Laboratory Helper Trainee 10 Mo @680/10	40,800	600	41,400
1	Laboratory Assistant II 10 Mo. @899/40	8,990	400	9,390
1	Laboratory Assistant II Trainee 10 Mo @715/37	7,150	370	7,520
4	Laboratory Assistant I 10 Mo @780/40	31,200	1,600	32,800
2	Laboratory Assistant I Trainee 10 Mo @697/80	13,940	1,600	15,540
3	Principal Clerk Trainee 10Mo @899/112	26,970	3,360	30,330
2	Storekeeper Trainee 10 Mo @715/10	14,300	200	14,500

Position Listing

Title VI

University of California, Davis

Position		Salary 12-1-79 to 9-30-80	Benefits	Total
1	Senior Clerk Trainee 10 Mo 0781/111	7,810	1,110	8,920
1	Principal Clerk 10 Mo 0798/45	7,980	450	8,430
2	Senior Typist Clerk A Trainee 10 Mo 0781/51	15,620	1,020	16,640
33	Total Pg.2	$252,190	$14,850	$267,040
	Total Pg.1	40,914	2,154	43,068
	Total	293,104	17,004	310,108

BK

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

DATE 12-11-79

AGREEMENT NO. 80-14

West Plainfield Fire Protection District

Title: VI
Program: PSE

Modification Number 001

Contract Number 79-390

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $20,328

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED

JUL 23 1980

PETER McNAMEE, Clerk
By Vickie D Mayabara
DEPUTY

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$22,776
New grand total and fixed price

Signature of program operator 7/16/80 Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer JAN 2 - 1980 Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. _____

[ ] ORGINAL [x] REVISION NO. 1

DATE 12-3-79

Subgrantee Name and Address:
West Plainfield Fire Protection District
Rt. 1, Box 2415
Davis, CA 95616

Contact Person: Gene Stiles
Phone 662-8871
Period: From 12-1-79 To 9-30-80
Program Name: PSE

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						1,898			1,898
NOV.						"			"
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						22,776			22,776

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			1,650	238				1,838
NOV.			"	"				"
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			19,920	2,856				22,776

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Bill D Arnold Commissioner
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Jack O Bonzo
Fiscal Officer — Date

Lucius D. Chapman Jr.
CETA Director — Date

YC 106 (10-79)

POSITION LISTING

Title VI

West Plainfield Fire Protection District

POSITION	Salary 10-1-79 TO 9-30-80	Benefits	Total
2 Firemen Trainee (830/119)	$19,920	$2,856	$22,776

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED JAN 2 1 1980

REQUEST FOR PROGRAM MODIFICATION
WINTERS FIRE PROTECTION DISTRICT

DATE 12-12-79

AGREEMENT NO 80-20

Title: VI
Program: PSE

Modification Number 001

Contract Number 79-391

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $21,880

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions during first two months of fiscal year 1980.

FILED
JAN2 3 1980
PETER McNAMEE, Clerk
By Libie Mayhana
Deputy

ODIFICATION

1. Revised operating budget.
2. Revised position listing.

$45,560
ew grand total and fixed price

V.C. Brue 1/17/80
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Brigid Marchand JAN 2 4 1980
ignature of Authorized Officer Date

12-1-79
Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. 79-391

[ ] ORGINAL [X] REVISION NO. 1

DATE 12-4-79

Subgrantee Name and Address:

WINTERS FIRE PROTECTION DISTRICT
10 Abbey Street
Winters, CA 95694

Contact Person: Vern Bruhn
Phone 795-4131
Period: From 12-1-79 To 9-30-80
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						1,680			1,680
NOV.						"			"
DEC.						4,220			4,220
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						45,560			45,560

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			1,580	100				1,680
NOV.			"	"				"
DEC.			3,920	300				4,220
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			42,360	3,200				45,560

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

V.C. BRUHN FIRE CHIEF
V. C. Bruhn
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-20-79

CETA Director — Date 12-21-79

YC 106 (10-79)

POSITION LISTING

Title VI

WINTERS FIRE PROTECTION DISTRICT

POSITION	Salary 10-1-79 to 11-30-79	Benefits 10-1-79 to 11-30-79	Total
2 Firefighter (790/50)	$ 3,160	$ 200	$ 3,360

POSITION	Salary 12-1-79 to 9-30-80	Benefits 12-1-79 to 9-30-80	
2 Firefighter - (790/50)	$15,800	$ 1,000	$16,800
4 Firefighter - (585/50)	23,400	2,000	25,400
Total	$42,360	$3,200	$45,560

MODIFICATION FORM

OK.

REQUEST FOR PROGRAM MODIFICATION
Yolo County Housing Authority

DATE
12-12-79

AGREEMENT NO
80-21

Title: VI
Program: PSE

Modification Number
001

Contract Number
79-392

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $ 87,430

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

MODIFICATION

1. Revised position listing.
2. Revised operating budget.

$17,486
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marchand JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. 79-392

[ ] ORGINAL [X] REVISION NO. 1

DATE 12-3-79

Subgrantee Name and Address:
Yolo County Housing Authority
P.O.Box 57
Woodland, CA 95695

Contact Person: D. Ross Parker
Phone 662-5428
Period: From 12-1-79 To 9-30-80
Program Name: PSE

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						2,498			2,498
NOV.						"			"
DEC.						1,249			1,249
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						17,486			17,486

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			1,798	700				2,498
NOV.			"	"				"
DEC.			899	350				1,249
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			12,586	4,900				17,486

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10-79)

POSITION LISTING

Title VI

YOLO COUNTY HOUSING AUTHORITY

POSITION	Salary 10-1-79 to 11-30-79	Benefits	Total
2 Maintenance I (899/350)	$3,596	$1,400	$4,996

POSITION	Salary 12-1-79 to 9-30-80	Benefits	
1 Maintenance I (899/350)	$8,990	$3,500	$12,490
Total	$12,586	$ 4,900	$17,486

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK.

REQUEST FOR PROGRAM MODIFICATION
YOLO COUNTY OFFICE OF EDUCATION

DATE 12-12-79

AGREEMENT NO. 80-22

Title: VI
Program: PSE

Modification Number 001

Contract Number 79-395

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $34,918

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED
JAN 23 1980
PETER McNAMEE, Clork
By Rubie Murphree
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$22,154
new grand total and fixed price

Forrest L Hounwold 80/1/18
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Peter A. Marshall JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. 79-395

[ ] ORGINAL [X] REVISION NO. 1

DATE December 3, 1979

Subgrantee Name and Address:

Yolo County Office of Education
313 Fourth Street
Woodland, CA 95695

Contact Person: JESUS M. MORENO
Phone 666-0925
Period: From 12-1-79 To 9-30-80
Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						1,007			1,007
NOV.						"			"
DEC.						2,014			2,014
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						22,154			22,154

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			737	270				1,007
NOV.			"	"				"
DEC.			1,474	540				2,014
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			16,214	5,940				22,154

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L WONNOLD, ASST SUPT.
Name and Title of Authorized Official

Forrest L Wonnold
Signature

For CETA Approval Only:

Jack A. Boyer — Fiscal Officer — 12-26-79 Date

Lawrence L. Gibson Jr. — CETA Director — 12-27-79 Date

YC 106 (10-79)

POSITION LISTING

Title VI

YOLO COUNTY OFFICE OF EDUCATION

Position	Salary 10-1-79 to 11-30-79	Benefits	Total
1 Outreach Worker (737/270)	$ 1,474	$ 540	$ 2,014

Position	Salary 12-1-79 to 9-30-80	Benefits	
2 Outreach Worker (737/270)	$14,740	$5,400	$20,140
Total	$16,214	$5,940	$22,154

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED JAN 18 1980

BR

REQUEST FOR PROGRAM MODIFICATION
CITY OF DAVIS

DATE 12-17-79

AGREEMENT NO 80-23

Title: VI Project

Program: Home Fire and Safety Survey

Modification Number 001

Contract Number 79-79

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $ 6,097

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To reduce contract amount because of unfilled positions.

FILED
JAN 23 1980
PETER McNAMEE, Clerk
By Vicki Miyahara
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$34, 607
ew grand total and fixed price

Edward P Reese 1-17-80
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert L. Schelhaus JAN 2 - 1980
Signature of Authorized Officer Date

12-3-79
Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Project

CONTRACT NO. 79-79

[ ] ORGINAL [X] REVISION NO. 1

DATE December 17, 1979

Subgrantee Name and Address:
City of Davis
226 F Street
Davis, California 95616

Contact Person: Michael Doneen
Phone 756-3740 x 25
Period: From 12-3-79 To 3-14-79
Program Name: Home Fire Safety Survey

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT. From 3-15-79 to 12-3-79						25,639			25,639
NOV.									
DEC.						2,562			2,562
JAN.						"			"
FEB.						"			"
MAR.						1,282			1,282
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						34,607			34,607

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT. From 3-15-79 to 12-3-79			20,229	5,410				25,639
NOV.								
DEC.			2,025	537				2,562
JAN.			"	"				"
FEB.			"	"				"
MAR.			1,013	269				1,282
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			27,317	7,290				34,607

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Howard L. Rice Jr. Manager
Name and Title of Authorized Official

Howard L. Rice
Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10-79)

Position Listing

Title VI Projects

City of Davis - Home Fire Safety Survey Project

Position	Salary 12-3-79 to 3-14-79	Benefits	Total
3 Fire Safety Surveyor (675/179)	$ 7,088	$ 1,880	$ 8,968
From March 15, 1979 to December 3, 1979	20,229	5,410	25,639
Total	$ 27,317	$ 7,290	$34,607

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BR.

MODIFICATION FORM

RECEIVED FEB 2 2 1980

REQUEST FOR PROGRAM MODIFICATION
City of Woodland

DATE
12-17-79

AGREEMENT NO.
80-24

Title: VI Project

Modification Number
001

Contract Number
79-27

Program: Sanitary House Sewer Service

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $ 16,955

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED
FEB 25 1980
PETER McNAMEE, Clerk
By Robie Monahan
Deputy

MODIFICATION

1. Revised operating budgets.
2. Revised position listing.

$48,499
New grand total and fixed price

Signature of program operator

2-19-80
Date

Recommendation and/or comments by staff:

[X] Approve [ ] Disapprove

Recommendation of the MAPC

[X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

JAN 2 - 1980
Date

12-1-79
Effective date of modification

500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-27

[ ] ORGINAL [xx] REVISION NO. 1

DATE December 3, 1979

Subgrantee Name and Address:
City of Woodland
300 First Street
Woodland, CA 95695

Contact Person: A.L. Hiatt
Phone 662-5416

Period: From 12-1-79 To 1-31-80

Program Name: Sanitary House Sewer Service Connection/Replacement

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						43,995			43,995
NOV.						"			"
DEC.						2,252			2,252
JAN.						"			"
FEB.						"			"
MAR.						"			"
APR.						"			"
MAY						"			"
JUNE						"			"
JULY						"			"
AUG.						"			"
SEPT.						"			"
TOTAL						48,499			48,499

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT. From 2-1-79 to 11-30-79			34,843	9,152				43,995
NOV.			"	"				"
DEC.			1,731	521				2,252
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.			"	"				"
MAY			"	"				"
JUNE			"	"				"
JULY			"	"				"
AUG.			"	"				"
SEPT.			"	"				"
TOTAL			38,305	10,194				48,499

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Thomas A. Peterson, City Manager
Name and Title of Authorized Official

Thos A. Peterson
Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

C 106 (10-79)

Position Listing

Title VI Projects

City of Woodland - Sanitary House Sewer Service Connections/Replacement

Position		Salary 12-1-79 to 1-31-80	Benefits	Total
1	Engineering Aide I (897/238)	$ 1,794	$ 476	$ 2,270
1	Maintenance Worker I (834/283)	1,668	566	2,234
2		3,462	1,042	4,504
From February 1, 1979 to November 30, 1979		34,843	9,152	43,995
	Total	$ 38,305	$10,194	$48,499

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION
City of Woodland

DATE
12-17-79

AGREEMENT NO
80-25

Title: VI Projects	Modification Number	Contract Number
Program: Home Fire Safety Survey	001	79-92

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [x] Decreased by $9,242

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To reduce contract amount because of an unfilled position.

FILED
FEB 25 1980
PETER McNAMEE, Clerk
By Pixie Mugbard
Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$52,138
new grand total and fixed price

Thos. R. Stuson 2-19-80
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Pixie McMahan JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modification

500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects CONTRACT NO. 79-92

[ ] ORGINAL [X] REVISION NO. 1 DATE December 3, 1979

Subgrantee Name and Address:
City of Woodland
300 First Street
Woodland, CA 95695

Contact Person: Al Feuerstein
Phone 662-5416
Period: From 12-1-79 To 2-29-80
Program Name: Home Fire Safety Survey Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT. From 3-1-79 to 11-30-79						38,023			38,023
NOV.									
DEC.						4,705			4,705
JAN.						"			"
FEB.						"			"
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						52,138			52,138

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT. From 3-1-79 to 11-30-79			29,617	8406				38,023
NOV.								
DEC.			3,790	915				4,705
JAN.			"	"				"
FEB.			"	"				"
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			40,987	11,151				52,138

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Thomas A. Peterson, City Manager
Name and Title of Authorized Official

X Thos. A. Peterson
Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10-79)

Position Listing

Title VI Projects

City of Woodland - Fire Safety Survey Project

Position		Salary 12-1-79 to	Benefits 2-29-80	Total
5	Safety Surveyor (758/183)	$11,370	$ 2,745	$14,115
From March 1, 1979 to November 30, 1979		29,617	8,406	38,203
	Total	$40,987	$11,151	$52,138

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED JAN 2 1 1980

REQUEST FOR PROGRAM MODIFICATION — DATE 12-18-79 — AGREEMENT NO 80-26

PRAUL CENTER FOR EDUCATIONAL & BEHAVIORIAL CHANGE

Title: VI Project	Modification Number	Contract Number
Program: Family Living Project	001	79-84

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $5,933

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of reclassified position.

FILED
JAN 23 1980
PETER McNAMEE, Clerk
By Peter McNamee Deputy

MODIFICATION

1. Revised operating budget.
2. Revised position listing.

$29,527
New grand total and fixed price

Signature of program operator / Date 1/21/80

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer — Date JAN 2 - 1980

10-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

RECEIVED JAN 2 1 1980

CETA OPERATING BUDGET

TITLE: VI Project

CONTRACT NO. 79-84

[ ] ORGINAL [X] REVISION NO. 1

DATE 12-18-79

Subgrantee Name and Address:

Praul Center
231 C Street, Suite 16
Davis, CA 95616

Contact Person: Evelyn Praul
Phone 756-2879
Period: From 10-1-79 To 3-14-80
Program Name: Family Living Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						2667			2667
NOV.						"			"
DEC.						"			"
JAN.						"			"
FEB.						"			"
MAR.						1334			1334
APR.									
MAY		From 3-15-79 to 9-30-79				14858			14858
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						29,527			29,527

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			2313	354				2,667
NOV.			"	"				"
DEC.			"	"				"
JAN.			"	"				"
FEB.			"	"				"
MAR.			1157	177				1,334
APR.								
MAY From 3-15-79 to 9-30-79			13335	1523				14,858
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			26,057	3,470				29,527

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Director
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

XC 106 (10-79)

RECEIVED JAN 2 1 1980

POSITIONS LISTING

Title VI Projects

Praul Center for Educational
and Behavioral Change

	POSITION	Salary 10-1-79 to 3-14-80	Benefits	Total
2	Family Outreach Worker (833/152)	$ 9,163	$ 1,672	$10,835
1	Administrative Assistant (647/50)	3,559	275	3,834
3	Total	$12,722	$ 1,947	$14,669
	From March 15, 1979 to September 30, 1979	$13,335	$ 1,523	$14,858
	Total	$26,057	$ 3,470	$29,527

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK

RECEIVED MAR 1 1 1980

REQUEST FOR PROGRAM MODIFICATION
Rural Research Access Project

DATE
12-19-79

AGREEMENT NO.
80-27

Title: VI Project

Modification Number
001

Contract Number
79-80

Program: Food Cooperative Development

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $4,128

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

TO REDUCE CONTRACT AMOUNT BECAUSE OF UNFILLED POSITION.

FILED
MAR 1 1 1980
PETER McNAMEE, Clerk
By Vicki Miyahara
Deputy

MODIFICATION
1. Revised operating budget.
2. Position listing deleted because there were no filled positions.

$6,600
New grand total and fixed price

Martha Burg 3-7-80
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy G. Martinez JAN 2 - 1980
Signature of Authorized Officer Date

10-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Project

CONTRACT NO. 79-80

[ ] ORGINAL [x] REVISION NO. 1

DATE December 19, 1979

Subgrantee Name and Address:

Rural Research Access Project
Box 428
Winters, CA 95694

Contact Person: Martin Barnes
Phone 758-7564
Period: From 10-1-79 To 3-14-80
Program Name: Food Cooperative Development

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.									
NOV.	From 3-15-79 to 9-30-79					6600			6600
DEC.									
JAN.									
FEB.									
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						6600			6600

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.								
NOV.	From 3-15-79 to 9-30-79		5869	731				6,600
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			5869	731				6,600

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Martin Barnes - exec director
Name and Title of Authorized Official

Martin R Barnes
Signature

For CETA Approval Only:

Fiscal Officer 12-20-79
Date

CETA Director 12-27-79
Date

YC-106 (10-79)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK

RECEIVED JAN 2 1 1980

EQUEST FOR PROGRAM MODIFICATION
Sacramento Children's Home

DATE
12-19-79

AGREEMENT NO
80-28

itle: VI Projects

Modification Number
001

Contract Number
79-31

rogram: MURAL

hanges herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $ 6,010

he above number contract is to be modified as follows: (Attach support documents)

ENERAL INTENT

To decrease contract amount because of unfilled position.

FILED
JAN 23 1980
PETER McNAMEE, Clerk
By Tibie Alighiero
Deputy

ODIFICATION

1. Modified operating budget
2. Position listing deleted because of no filled positions since 9-30-79.

$2,248
ew grand total and fixed price

Eric Gill Jan. 17, 1980
Signature of program operator Date

ecommendation and/or comments by staff: ☒ Approve ☐ Disapprove

ecommendation of the MAPC ☒ Approve ☐ Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer JAN 2 - 1980 Date

10-1-79
Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Project

CONTRACT NO. 79-31

[ ] ORGINAL [X] REVISION NO. 1

DATE December 19, 1979

Subgrantee Name and Address:

Sacramento Children's Home
2750 Sutterville Road
Sacramento, CA 95820

Contact Person: Nancy Clavere
Phone 452-3981
Period: From 10-1-79 To 2-29-80
Program Name: Mural Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.									
NOV.	From 3-1-79 to 9-30-79					2248			2248
DEC.									
JAN.									
FEB.									
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						2248			2248

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.								
NOV.	From 3-1-79 to 9-30-79		1878	370				2248
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			1878	370				2248

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

XC 106 (10-79)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

RECEIVED MAR 1 1 1980

MODIFICATION FORM DOL Reg # 7900448 Amend 1

AM #1

REQUEST FOR PROGRAM MODIFICATION
STATE CETA - Department of Mental Health

DATE 12-17-79

AGREEMENT NO. 80-29

Title: VI Projects

Modification Number 001

Contract Number 79-34

Program: Services to Rural and Migrant Farmworkers

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [X] Decreased by $9,237

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled position

FILED
MAR 11 1980
PETER McNAMEE, CLERK
By Robie Mayhew
Deputy

MODIFICATION

1. Revised operating budget
2. Revised position listing

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

$13,501
New grand total and fixed price

MAR 5 1980
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Robert A. Marchand JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-34

[ ] ORGINAL [x] REVISION NO. 1

DATE December 4, 1979

Subgrantee Name and Address:

STATE CETA DEPT OF MENTAL HEALTH
711 N. Street
Sacramento, CA 95814

Contact Person: Cynde Jackson

Phone 322-8982

Period: From 12-1-79 To 2-29-80

Program Name: Services to Migrant/Rural Farmworkers

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT. From 3-1-79 to 11-30-79						11,362			11,362
NOV.									
DEC.						713			713
JAN.						"			"
FEB.						"			"
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						13,501			13,501

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT. From 3-1-79 to 11-30-79			10,164	1,198				11,362
NOV.								
DEC.			636	77				713
JAN.			"	"				"
FEB.			"	"				"
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			12,072	1,429				13,501

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-27-79

CETA Director — Date 12-27-79

C 106 (10-79)

Position Listing

Title VI Projects

State CETA Department of Mental Health Services
to Migrant and Rural Farmworkers

Position	Salary 12-1-79 to 2-29-80	Benefits	Total
1 Assistant Clerk (636/77)	$ 1,908	$ 231	$ 2,139
From March 1, 1979 to November 30, 1979	10,164	1,198	11,362
Total	12,072	$ 1,429	$13,501

BK.

MODIFICATION FORM EDD Reg # 7900 4494 Amend 1

RECEIVED FEB 4 1980

REQUEST FOR PROGRAM MODIFICATION
STATE CETA

DATE 12-18-79

AGREEMENT NO 80-30

Title: VI Project | Modification Number 001 | Contract Number 79-35

Program: Statistical & Procedural Analysis

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $5,874

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contact amount because of unfilled positions.

FILED
FEB - 4 1980
PETER McNAMEE, Clerk
By Vikie Miyabara
Deputy

MODIFICATION

1. Revised operating budget.
2. Position listing deleted because of no filled positions since 7-31-79

$3858
New grand total and fixed price

JAN 31 1980
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betty V. Marchand JAN 2 - 1980
Signature of Authorized Officer Date

8-1-79
Effective date of modification

500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Project

CONTRACT NO. 79-35

[ ] ORGINAL [x] REVISION NO. 1

DATE December 19, 1979

Subgrantee Name and Address:

State of California CETA Office
711 N. Street
Sacramento, CA 95814

Contact Person: Cynde Jackson
Phone 322-8982
Period: From 8-1-79 To 2-29-80
Program Name: Statistical & Procedural Analysis

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV. From 3-1-79 to 7-31-79						3858			3858
DEC.									
JAN.									
FEB.									
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						3858			3858

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV. From 3-1-79 to 7-31-79			2,979.36	878.64				3858.00
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			2979.36	878.64				3858.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10-79)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED JAN 18 1980

REQUEST FOR PROGRAM MODIFICATION

DATE 12-17-79

AGREEMENT 80-31

Summer House, Inc.

Title: VI Projects

Modification Number 001

Contract Number 79-38

Program: Curriculum Development

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $4,787

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of an unfilled position.

FILED

JAN 23 1980

PETER McNAMEE, Clerk

By _____ Deputy

MODIFICATION

1. Revised operating budget
2. Revised position listing

$12,241

New grand total and fixed price

Karen Ann Crowe 1-17-80

Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve ☐ Disapprove

Recommendation of the MAPC

☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X _____ JAN 2 - 1980

Signature of Authorized Officer Date

12-1-79

Effective date of modification

500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-38

[ ] ORGINAL [X] REVISION NO. 1

DATE December 4, 1979

Subgrantee Name and Address:

Summer House, Inc.

Box 1724

Woodland, CA 95695

Contact Person: Pat Manley

Phone 662-8493

Period: From 12-1-79 To 2-29-80

Program Name: Curriculum Development

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT. From 3-1-79 to 11-30-79						9619			9619
NOV.									
DEC.						874			874
JAN.						"			"
FEB.						"			"
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						12,241			12,241

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT. From 3-1-79 to 11-30-79			8,119	1,500				9,619
NOV.								
DEC.			700	174				874
JAN.			"	"				"
FEB.			"	"				"
MAR.			"	"				"
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			10,219	2,022				12,241

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

KAREN CROWN/PROGRAM MANAGER
Name and Title of Authorized Official

Karen Crown
Signature

Fiscal Officer — 12-26-79 Date

CETA Director — 12-27-79 Date

YC 106 (10-79)

POSITION LISTING

Title VI Projects

Summer House, Inc.

Position	Salary 12-1-79 to 2-29-80	Benefit	Total
1 Curriculum Developer (700/174)	$2,100	$ 522	$2622
From March 1, 1979 to November 30, 1979	8,119	1,500	9619
Total	$10,219	$2,022	$12,241

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK.

REQUEST FOR PROGRAM MODIFICATION — DATE 12-18-79 — AGREEMENT NO 80-32

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

Title: VI Project — Modification Number 001 — Contract Number 79-46

Program: School Immunization Project

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $_____ [xx] Decreased by $6,387

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED

JAN 23 1980

PETER McNAMEE, Clerk

By Vickie Mugabar Deputy

MODIFICATION

1. Revised operating budget
2. Position listing deleted because of no participants since July, 1979.

$4,293
New grand total and fixed price

Forrest L Honrold 80/01/8
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bebe U. Mitchell JAN 2 - 1980
Signature of Authorized Officer Date

8-1-79
Effective date of modification

500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Project

CONTRACT NO. 79-46

[ ] ORGINAL [xx] REVISION NO. 1

DATE December 18, 1979

Subgrantee Name and Address:

Yolo County Superintendent of Schools
175 Walnut
Woodland, CA 95695

Contact Person: Jack Potter

Phone 666-8362

Period: From 8-1-79 To 2-29-80

Program Name: School Immunization

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.									
NOV. From 3-1-79 to 7-31-79						4293			4293
DEC.									
JAN.									
FEB.									
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						4293			4293

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.								
NOV. From 3-1-79 to 7-31-79			3224	1069				4,293
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			3224	1069				4,293

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Forrest L. Honnold, Asst. Supt.
Name and Title of Authorized Official

Forrest L Honnold
Signature

Jack A Boyer 12-16-79
Fiscal Officer Date

Howard L. Ellenby 12-27-79
CETA Director Date

06 (10-79)

BR

MODIFICATION FORM

EQUEST FOR PROGRAM MODIFICATION
YOLO COUNTY SUPERINTENDENT OF SCHOOLS

DATE 12-17-79

AGREEMENT N 80-33

itle: VI Projects

rogram: MOVE Project

Modification Number 002

Contract Number 79-45

hanges herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $ 18,409

he above number contract is to be modified as follows: (Attach support documents)

ENERAL INTENT

To decrease contract amount because of unfilled positions.

FILED
JAN 23 1980
PETER McNAMEE, Clerk
By Vickie Mizuhara Deputy

DIFICATION

1. Revised operating budget
2. Revised position listing

$34,271
grand total and fixed price

Forrest L Honnold 80/01/18
Signature of program operator Date

commendation and/or comments by staff: ☒ Approve ☐ Disapprove

commendation of the MAPC ☒ Approve ☐ Disapprove

TION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Date A. Wardlaw JAN 2 - 1980
nature of Authorized Officer Date

12-1-79
Effective date of modificatio

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-45

[ ] ORGINAL [X] REVISION NO. 2

DATE December 4, 1979

Subgrantee Name and Address:

Yolo County Superintendent of Schools
313 Fourth Street PROJECT MOVE
Woodland, CA 95695

Contact Person: Walter Howering
Phone 666-0925
Period: From 12-1-79 To 2-29-80
Program Name: Title VI Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT. From 3-1-79 to 11-30-79						31,016			31,016
NOV.									
DEC.						1,085			1,085
JAN.						"			"
FEB.						"			"
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						34,271			34,271

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT. From 3-1-79 to 11-30-79			22,499	8,517				31,016
NOV.								
DEC.			802	283				1,085
JAN.			"	"				"
FEB.			"	"				"
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			24,905	9366				34,271

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Forrest L. Honnold, Asst. Supt.
Name and Title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Fiscal Officer — Date 12-26-79

CETA Director — Date 12-27-79

YC 106 (10-79)

Position Listing

Title VI Projects

Yolo County Office of Education - MOVE

Position	Salary 12-1-79 to 2-29-80	Benefits 12-1-79 to 2-29-80	Total
1 Manpower Information Technician (802/283)	$ 2,406	$ 849	$ 3,255
From March 15, 1979 to November 30, 1979	22,499	8,517	31,016
Total	$24,905	$9,366	$34,271

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION
Yolo County Superintendent of Schools

DATE
12-14-79

AGREEMENT N
80-34

Title: VI Projects
Program: Social Service Model Project

Modification Number
001

Contract Number
79-87

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $_____ ☒ Decreased by $8,534

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease contract amount because of position reclassification

FILED
JAN 23 1980
PETER McNAMEE, Clerk
By _____ Deputy

MODIFICATION

1. Revised operating budget
2. Revised position listing

$15,598
New grand total and fixed price

Forrest L Honnold
Signature of program operator Date

Recommendation and/or comments by staff: ☒ Approve ☐ Disapprove

Recommendation of the MAPC ☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Peter U. Wrehard JAN 2 - 1980
Signature of Authorized Officer Date

12-1-79
Effective date of modification

500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. 79-87

[ ] ORGINAL [X] REVISION NO. 1

DATE December 4, 1979

Subgrantee Name and Address:

Yolo County Superintendent of Schools
407 - 409 Lincoln Avenue
Woodland, CA 95695

Contact Person: Nancy Weber
Phone 666-8461
Period: From 12-1-79 To 3-14-80
Program Name: Social Service Model Project

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.			From 3-15-79 to 11-30-79			9,200			9,200
NOV.						1,828			1,828
DEC.						"			"
JAN.						"			"
FEB.						914			914
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL						15,598			15,598

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT. Fr. 3-15-79 to 11-30-79			6,700	2,500				9,200
NOV.								
DEC.			1,342	486				1,828
JAN.			"	"				"
FEB.			"	"				"
MAR.			671	243				914
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			11,397	4,201				15,598

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L. HONNOLD, ASST. SUPT.
Name and Title of Authorized Official

Forrest L Honnold
Signature

For CETA Approval Only:

Fiscal Officer — Date 12-11-79

CETA Director — Date 12-11-79

YC 106 (10-79)

POSITION LISTING

Title VI Projects

Yolo County Office of Education/Social Service Model Project

	Position	Sarlary 12-1-79	Benefits to 3-14-80	Total
2	School Community Aide (671/243)	$ 4,697	$1,701	$ 6,398
From March 15, 1979 to 11-30-79		6,700	2,500	9,200
	Total	$11,397	$4,201	$15,598